



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 2, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes

- 1 Approval of Minutes - for July 5, 2022.
- 2 Approval of Minutes - for July 19, 2022.

Code Enforcement / Planning

- 3 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 4 Certificate of Resubdivision - divide into six new parcels zoned R-1-7.5 (Single-family) - located at TreeLawn Street - Case # 2206PC103 - Ward 4 - with Appeal.

Ordinances

- 5 Ordinance - rezoning a tax parcel from R-1-15 (Single-family) to I-2 (Heavy industry) - located at 15361 South Swan Road - Case # 2204PC073- Ward 7.

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- 6 Ordinance - rezoning a tax from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") - located at 801 36th Avenue - Case # 2206PC107 - Ward 2.
 - 7 Ordinance - rezoning from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus") - located 1226 W Pine Street - Case 2206PC109 - Ward 4.
 - 8 Ordinance - rezoning a tax parcel from B-1 (Neighborhood business) to R-B (Residence-business) - located 4628 28th Street - Case # 2206PC115 - Ward 1.
 - 9 Ordinance - rezoning tax parcels from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus") - located at Magnolia Street - Case # 2206PC117 - Ward 4.
 - 10 Ordinance - rezoning tax parcels from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus") - located at West Pine Street Street - Case # 2206PC118 - Ward 4.
 - 11 Ordinance - requesting amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE - Case 2207PC128.
 - 12 Ordinance - regulating parking along U. S. Highway 90 and codifying the same as Section 6-334 in the Code of Ordinances
 - 13 Ordinance - removing positions of "Building Inspector I" and "Building Inspector II" from the Salary Grade Schedule, providing for the salary of compensation for "Code Enforcement Officer" positions (formerly to be known as "Code Enforcement Officer/Building Inspector" positions) in Grade 109 in the Salary Grade Schedule, and for related purposes. *(deleting unfilled/unused positions from the Salary Grade Schedule and changing title of position and maintaining same Grade in the Salary Grade Schedule for other positions)*
 - 14 Ordinance - providing for the salary of compensation for one (1) additional "Building Inspector" position in the Department of Urban Development, and for related purposes. *(creating one additional position but no change in Grade in the Salary Grade Schedule for this position)*
 - 15 Ordinance - providing for the salary of compensation for "Clerk I" position in the Department of Urban Development, and for those employees serving in this position, and for related purposes. *(new position being funded from de-funded Clerk III position - no change in Grade in the Salary Grade Schedule for this new Clerk I position)*
 - 16 Ordinance - providing for the salary of compensation for "Planner I" position in the Department of Urban Development and for those employees serving in this position, and for related purposes. *(no change in Grade in the Salary Grade Schedule)*

Resolutions

- 17 Resolution - approving award to and Agreement with Gibson Maintenance, LLC. for the Jones Park Tensile Project, and for related purposes.
- 18 Resolution - approving award for Municipal Depository Banking Services, and for related purposes.
- 19 Resolution - approving the CDBG Substantial Amendment for FY 2019-2021 Grant funding and authorizing submittal to HUD for review and approval.
- 20 Resolution - approving CDBG and HOME 2022-2026 Five Year Consolidated Plans and 2022 Action Plan and authorizing submittal to HUD for review and approval.
- 21 Resolution - approving Letter Agreement with Neel-Schaffer for Final Design Services in connection with the Interconnecting Gulfport Project (Build Grant), and for related purposes.
- 22 Resolution - approving Service Agreement with South Mississippi Business Machines of Gulfport, Inc., for Deputy Clerk of Council Office, and for related purposes.
- 23 Resolution - approving Fourth Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and T-Mobile South, LLC (Licensee), concerning water tank located on 51st Street, and for related purposes.
- 24 Resolution - authorizing the engagement of certain professionals to assist with the issuance of Tax Increment Financing Bonds for the Gulfport Promenade Project, and for related purposes.
- 25 Resolution - authorizing negotiations to acquire right of way and related interests and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the City under Miss. Code Ann. Sec. 11-27-81, et seq., and, if necessary, expediting the "Interconnecting Gulfport Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 26 Resolution - authorizing the City of Gulfport to accept the NHTSA Alcohol Service Grant Number AL-2023-ST-21-41, and for related purposes.
- 27 Resolution - authorizing the City of Gulfport to accept NHTSA Police Traffic Services Grant Number PT-2023-PT-21-41, and for related purposes.

- 28 Resolution - authorizing the City of Gulfport to apply for the U.S. Department of Housing and Urban Development Section 108 Loan Guarantee Program, and for related purposes. (EHH)
- 29 Resolution - approving public display of fireworks for the Southern Association of State Highway and Transportation Officials Event, and for related purposes.
- 30 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 of Gulfport, and for related purposes.
- 31 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.
- 32 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 33 Budget Amendment #138 - funding Urban Development Code Enforcement lot assessments. *(no publication needed)*
- 34 Budget Amendment #139 - funding an additional Building Inspector in Urban Development. *(no publication needed)*
- 35 Budget Amendment #140 - requesting funds due to unexpected expenses in Leisure Services. *(no publication needed)*
- 36 Budget Amendment #141 - requesting funds due to unexpected expenses for Harbor. *(no publication needed)*
- 37 Budget Amendment #142 - requesting funds for the Jones Park Tensile Project. *(publication needed)*
- 38 Budget Amendment #143 - requesting funds for the Fuel for Retail Sale account for the Fuel Dock in the Harbor. *(publication needed)*
- 39 Budget Amendment #144 - defunding Clerk III position in Urban Development. *(no publication needed)*
- 40 Budget Amendment #145 - funding Clerk I position in Urban Development. *(no publication needed)*

- 41 Budget Amendment #146 - defunding Planner I position in Urban Development. *(no publication needed)*
- 42 Budget Amendment #147 - refunding Planner I position in Urban Development. *(no publication needed)*
- 43 Budget Amendment #148 - appropriating funds for FY 2023 Police Traffic Services Grant. *(no publication needed)*
- 44 Budget Amendment #149 - appropriating funds for FY 2023 Alcohol and Drug Impaired Driving Grant. *(no publication needed)*
- 45 Budget Amendment #150 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com (no publication needed)
- 46 Budget Amendment #151 - increasing line item 277 for restitution from drug related arrests. *(no publication needed)*
- 47 Budget Amendment #152 - increasing line item 277 for restitution from drug-related arrests. *(no publication needed)*
- 48 Docket of Claims - to be approved through August 3, 2022.

Routine Agenda

- 49 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 50 Code Enforcement Notice(s) - to be made a part of the minutes.
- 51 Acceptance - of the Comprehensive Audit Report for the Fiscal Year that ended September 30, 2020, from Independent Auditors (Mauldin & Jenkins).
- 52 Acceptance - of H2O Innovation Operation & Maintenance, LLC Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance FY 2021.
- 53 Recommendation - regarding Release of Retainage to H2O Innovation Operation & Maintenance, LLC for Performance of Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2021, and authorizing issuance of a special check.
- 54 Legal Notice - permission to advertise for the construction, engineering and inspection phase of the Interconnecting Gulfport BUILD grant project

- 55 Letter - regarding bid awarded by Purchasing to All Phase Electric for Mast Arm Poles for Old Hwy 49 - Public Works - to be made a part of the minutes.
- 56 Request - to purchase 16' LED Octopus for the Gulfport Harbor Lights Winter Festival.
- 57 Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - 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

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0810E-05-045.000	8014 34TH AVE	SMITH DOLLIE MAE -ESTATE-

WARD 2

PARCEL	LOCATION	OWNER
0811L-04-068.000	3300 WEST RAILROAD ST	WESTCOTT ROY N
0911A-02-069.000	242 WALSTON AVE	NELSON STEPHAN M
1010M-04-006.000	364 SILVER RIDGE AVE	BROWN EBONY
1010P-03-031.000	17 MOCKINGBIRD LN	RABBITT EDWARD
0711O-03-009.000	4308 LEWIS ST	WESTCOTT ROY N

WARD 3

PARCEL	LOCATION	OWNER
0910M-03-034.000	834 28TH ST	CORNWELL ESTHER M
0810N-05-012.000	2301 33RD ST	INGRAM DANI ETAL
0810E-03-069.000	INDIANA AVE	ANDERSON MARIA

WARD 6

PARCEL	LOCATION	OWNER
1008K-02-059.000	11065 EAST DOGWOOD DR	DAVIS KENNETH R SR -ESTATE-



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

July 18, 2022

SMITH DOLLIE MAE -ESTATE-
8014 34TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-05-045.000
8014 34TH AVE

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

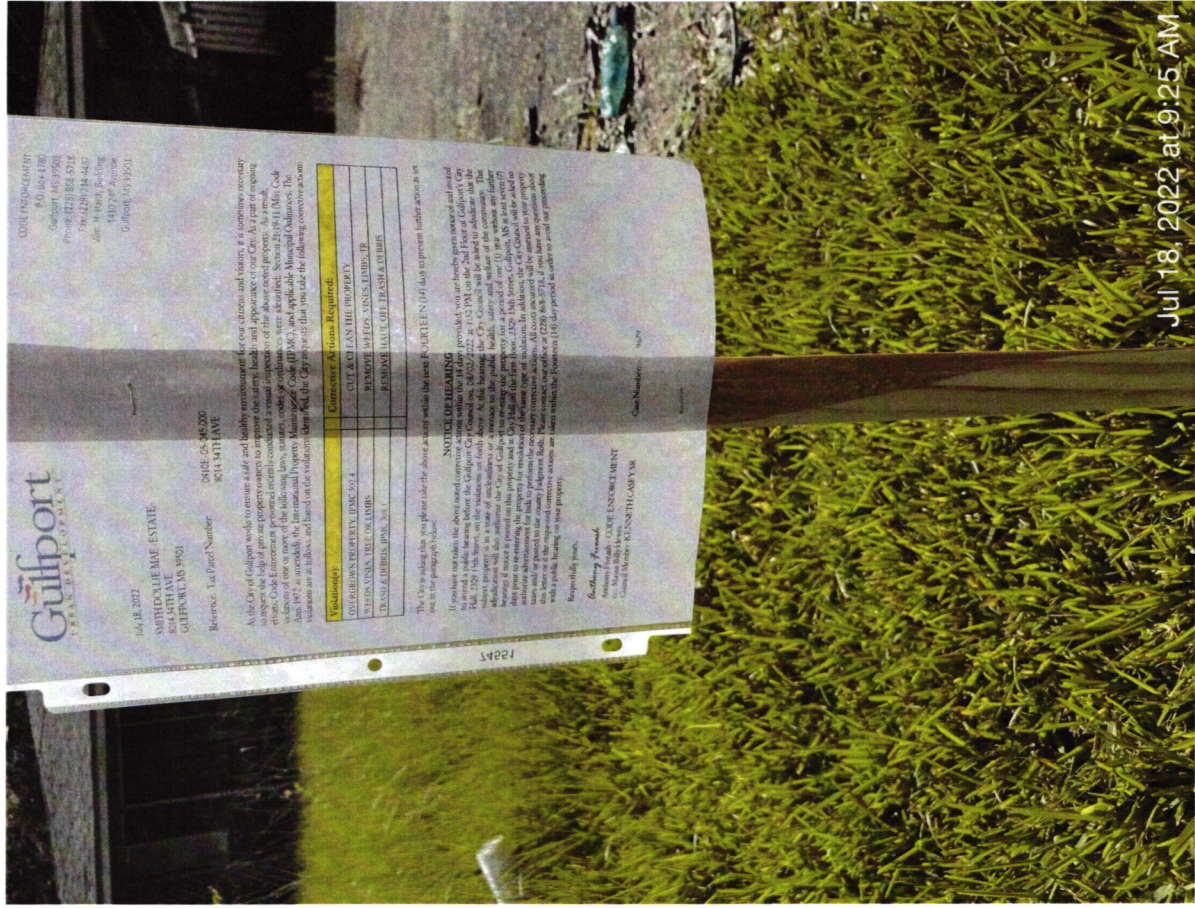
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/02/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 9679





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

July 13, 2022

WESTCOTT ROY N
3300 WEST RAILROAD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-068.000
3300 WEST RAILROAD ST

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

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EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 9568



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

July 13, 2022

WESTCOTT ROY N
1411 CANAL ST
NEW ORLEANS, LA 70112

Reference: Tax Parcel Number: 0811L-04-068.000
3300 WEST RAILROAD ST

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 9568



Jul-13-2022 at 2:22 PM



Jul-13-2022 at 2:22 PM



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

July 12, 2022

NELSON STEPHAN M
242 WALSTON AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911A-02-069.000
242 WALSTON AVE

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

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 9641



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

July 12, 2022

NELSON STEPHAN M
114 DOGWOOD DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911A-02-069.000
242 WALSTON AVE

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9641



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

July 13, 2022

BROWN EBONY
364 SILVER RIDGE AVE
GULFPORT, MS 39507

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

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CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 9651



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

July 13, 2022

BROWN EBONY
9 BORDER AVENUE-BOND
WIGGINS, MS 39577

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

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NOTICE OF HEARING

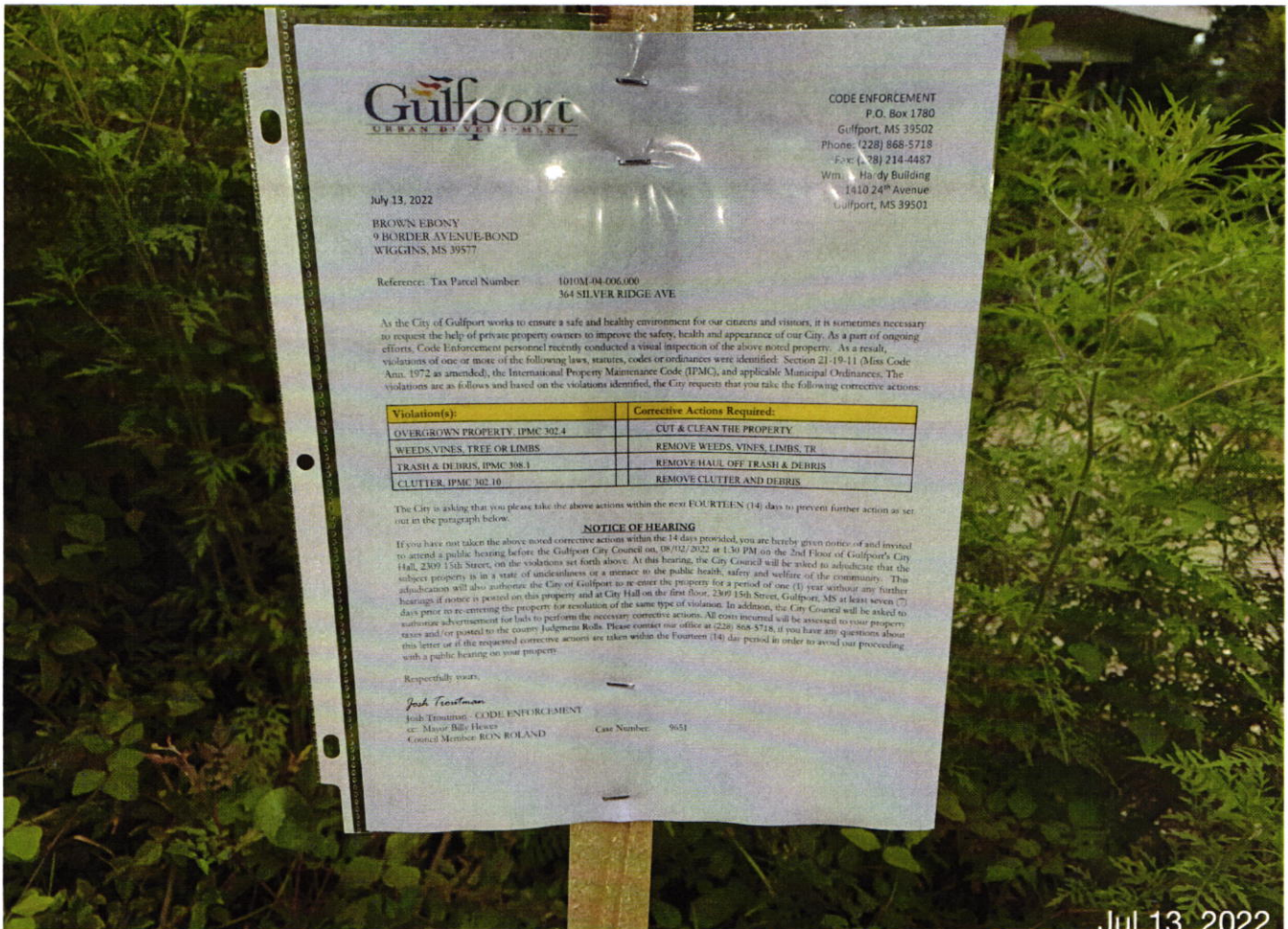
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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9651





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

July 18, 2022

RABBITT EDWARD
16100 E. AUSTIN CREED ROAD
CAZADERO, CA 95421

Reference: Tax Parcel Number: 1010P-03-031.000
17 MOCKINGBIRD LN

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY (BOTH FRONT AND BACK YARD)
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9698



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

July 18, 2022

RABBITT EDWARD
17 MOCKINGBIRD LANE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010P-03-031.000
17 MOCKINGBIRD LN

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

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WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

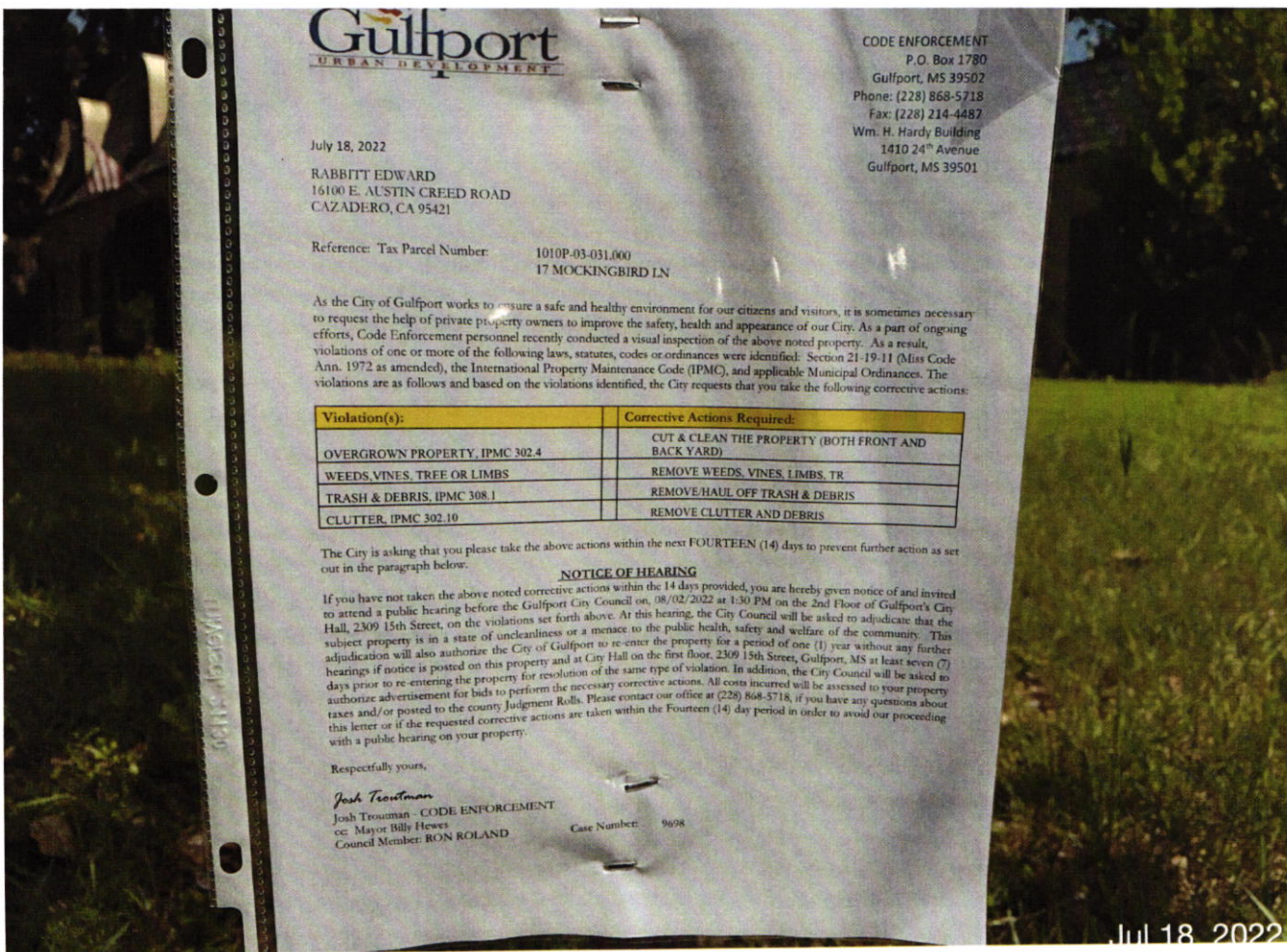
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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9698



Gulfport

URBAN DEVELOPMENT

July 18, 2022

RABBITT EDWARD
16100 E. AUSTIN CREED ROAD
CAZADERO, CA 95421

Reference: Tax Parcel Number: 1010P-03-031,000
17 MOCKINGBIRD LN

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

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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9698

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

Jul 18, 2022



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

July 13, 2022

WESTCOTT ROY N
4308 LEWIS ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711O-03-009.000
4308 LEWIS ST

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

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TREES
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 9699



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

July 13, 2022

WESTCOTT ROY N
1411 CANAL ST
NEW ORLEANS, LA 70112

Reference: Tax Parcel Number: 0711O-03-009.000
4308 LEWIS ST

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

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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 9699



JUL 13, 2022 at 1:55 PM



JUL 13, 2022 at 1:54 PM



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

July 7, 2022

CORNWELL ESTHER M
834 28TH ST
GULFPORT, MS 39501

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

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

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9614



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

July 7, 2022

CORNWELL ESTHER M
6497 N IL 130
DUNDAS, IL 62425

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

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NOTICE OF HEARING

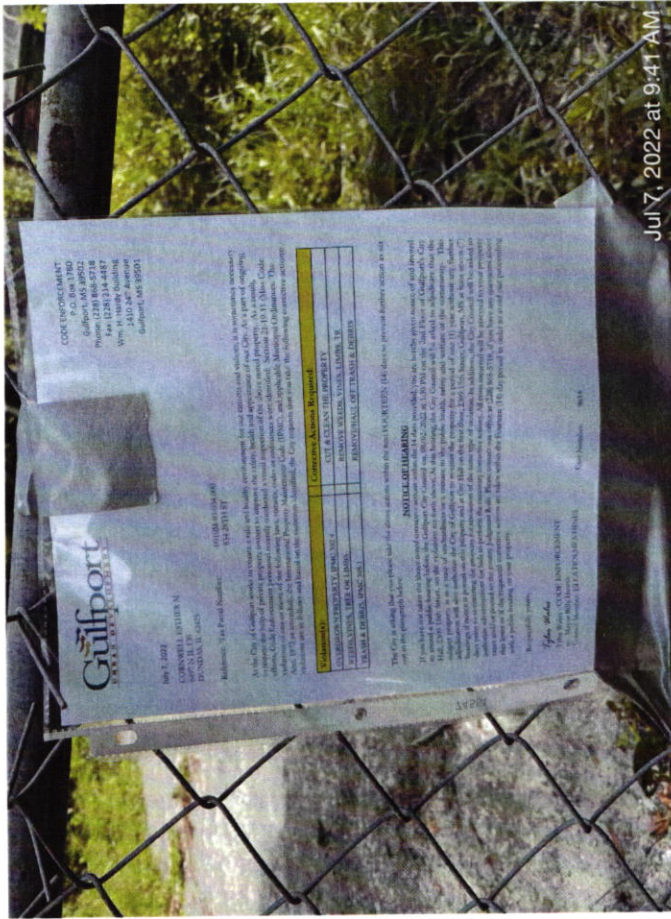
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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9614





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

July 15, 2022

INGRAM DANI ETAL
2301 33RD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-05-012.000
2301 33RD ST

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

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EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9683



Jul 15 2022

Gulfport
LAW ENFORCEMENT

July 15, 2022
INGRAM DANI ET AL.
2301 33RD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-05-012000
2301 33RD ST

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

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

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EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
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Respectfully yours,
Josh Treutman
Josh Treutman, CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member LILLA HOLMES-HINTS

Case Number: 9683

Jul 15 2022



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

July 18, 2022

ANDERSON MARIA
INDIANA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810E-03-069.000
INDIANA AVE

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/02/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9718



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

July 18, 2022

ANDERSON MARIA
29972 SOUTH CAFE LINE RD
ALBANY, LA 70711

Reference: Tax Parcel Number: 0810E-03-069.000
INDIANA AVE

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

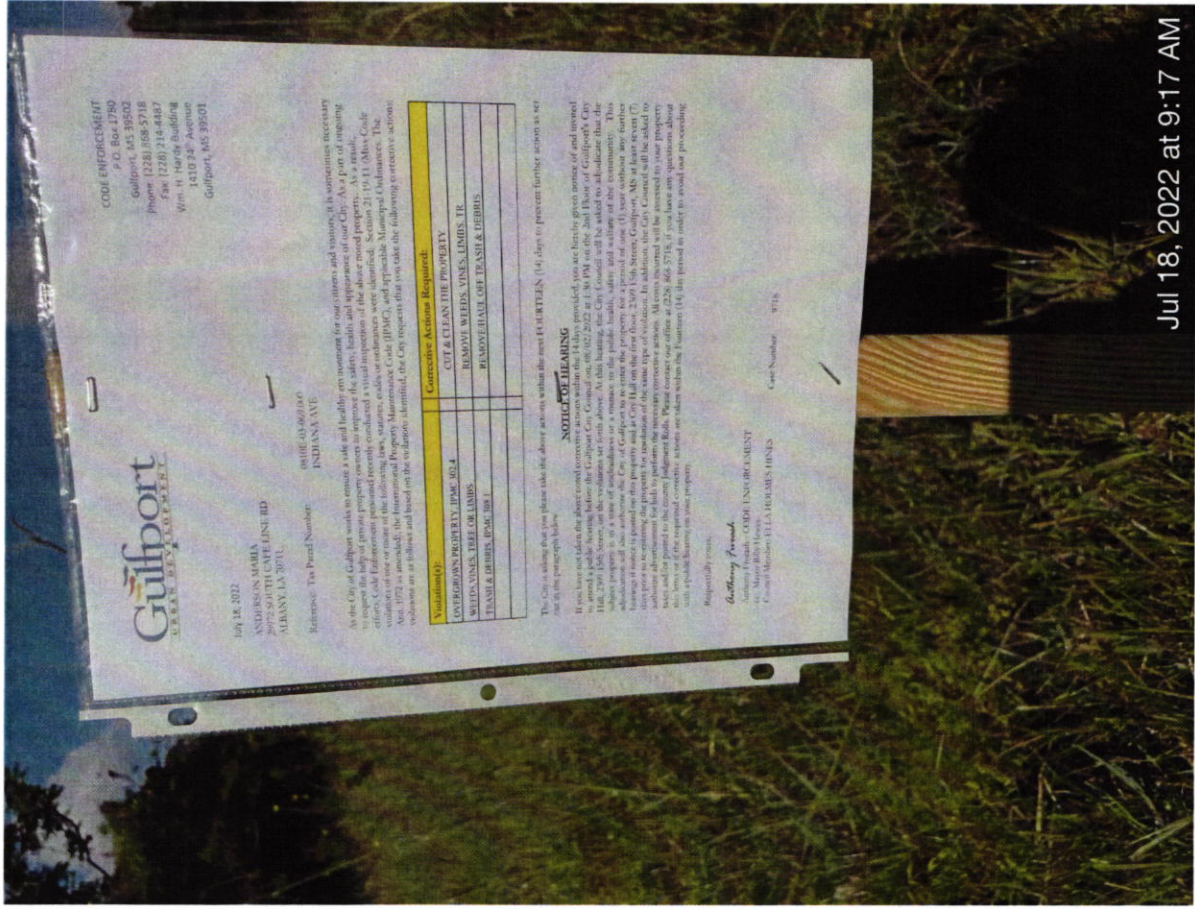
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Respectfully yours,

Anthony Fiveash

Anthony Fiveash - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 9718



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



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

July 15, 2022

DAVIS KENNETH R SR -ESTATE-
11065 E DOGWOOD DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1008K-02-059.000
11065 EAST DOGWOOD DR

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

Violation(s):	Corrective Actions Required:
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WEEDS,VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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Respectfully yours,

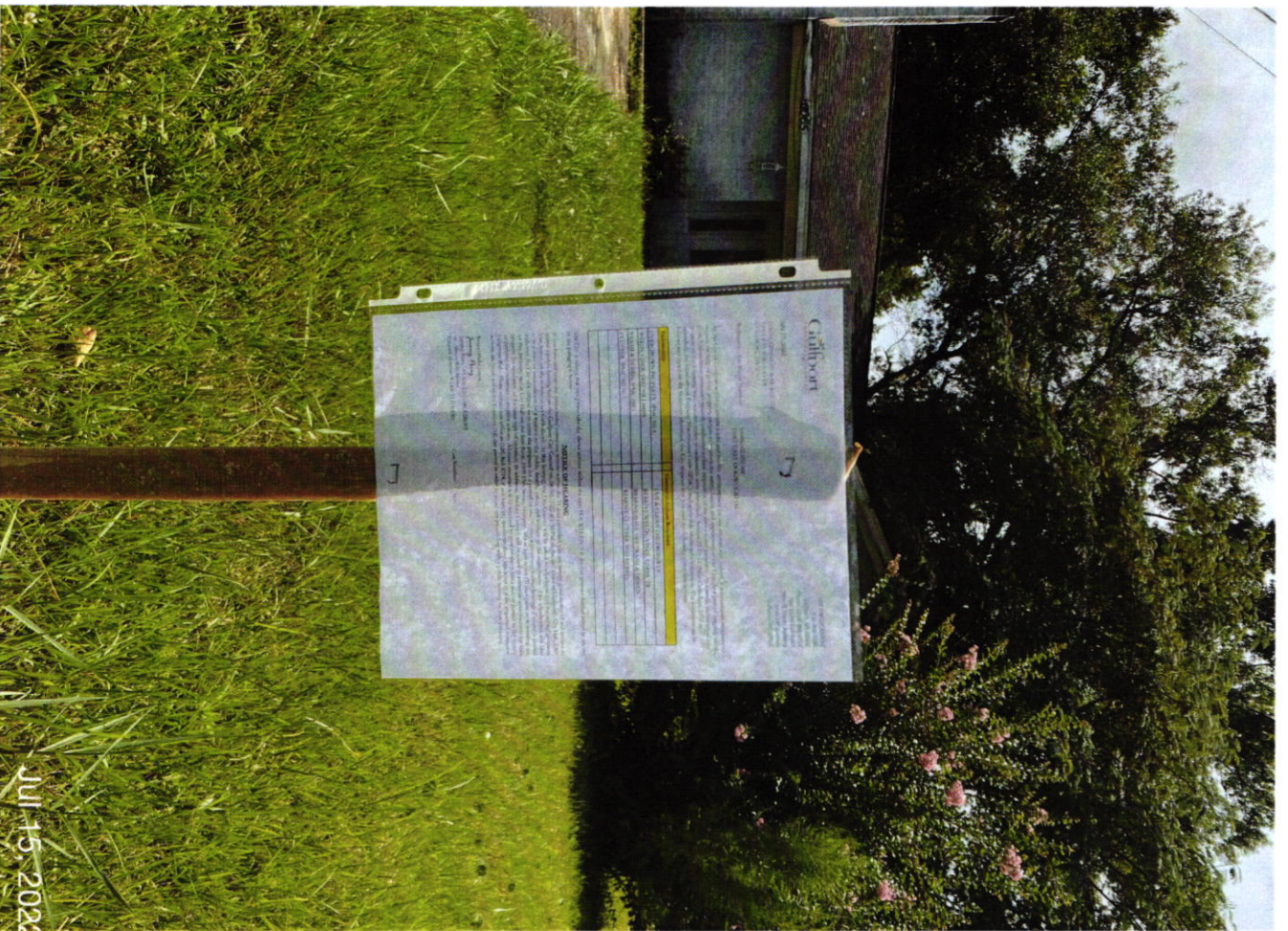
Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 9655



Jul 15, 2022

Jul 15, 2022

MEMORANDUM – CITY OF GULFPORT

Date: JULY 19, 2022

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Code Enforcement Resolutions To Declare Property In A State Of
Uncleanliness And A Menace To The Public Health And Safety Of
The Community And To Authorize Lot Clean-Up and/or Demolitions,
And For The Authority To Advertise For Bids To Be Presented To The
City Council On The 2nd Day Of August, 2022.

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

MEMORANDUM – CITY OF GULFPORT

Date: JULY 19, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 2nd Day Of August, 2022, To The City Council:

WARD 1

Parcel 1: 0810E-05-045.000. N 50 Ft Of S 160 Ft Of W 134.7 Ft Of Sw 1/4 Less R/W For Hwy Sec 28-7-11. 8014 34th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Smith Dollie Mae - Estate-) Case: 9679

WARD 2

Parcel 2: 0811L-04-068.000. Lots 7 & 8 & E 54 Ft Of Lots 9 To 11 Less Strip Off S Side For Street Blk 169 Original Gulfport. 3300 West Railroad St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings. (Westcott Roy N) Case: 9568

Parcel 3: 0911A-02-069.000. Lot 120 Ft On Walston Ave & Extending E 80 Ft S By Johnson E By Baker N By Steele W By Walston Ave Sec 1-8-11 Being Lots 3 & 4 & N 30 Ft Of Lot 5 Walston Add (Unrecorded) As Per Deed Bk 27/312. 242 Walston Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Nelson Stephan M) Case: 9641

Parcel 4: 1010M-04-006.000. Lot 12 Blk 6 Silver Ridge Resurvey. 364 Silver Ridge Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Brown Ebony) Case: 9651

Parcel 5: 1010P-03-031.000. Lot 17 Magnolia Manor. 17 Mockingbird Ln. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Rabbitt Edward) Case: 9698

Parcel 6: 0711O-03-009.000. Lot 8 Blk 6 Beach Grove Add. 4308 Lewis St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Westcott Roy N) Case: 9699

WARD 3

Parcel 7: 0910M-03-034.000. Lots 16 To 18 Inc Blk 23 Myrtle Resurvey. 834 28th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Cornwell Esther M) Case: 9614

Parcel 8: 0810N-05-012.000. Lots 1 & 2 Blk 4 Dolans Add To Gulfport Sec 33-7-11. 2301 33rd St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Ingram Dani Etal) Case: 9683

Parcel 9: 0810E-03-069.000. Lots 13 & 14 Blk 372 North Gulfportsecs. 27/28-7-11. Indiana Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Anderson Maria) Case: 9718

WARD 6

Parcel 10: 1008K-02-059.000. Lot 30 Blk 10 Oakleigh Manor Unit 2 1st Add. 11065 East Dogwood Dr. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Davis Kenneth R Sr -Estate-) Case: 9655

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 August, 2022, the following Resolution:

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

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

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

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

- Parcel 1: 0810E-05-045.000. N 50 Ft Of S 160 Ft Of W 134.7 Ft Of Sw 1/4 Less R/W For Hwy Sec 28-7-11. 8014 34th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, . (Smith Dollie Mae -Estate-) Case: 9679
- Parcel 2: 0811L-04-068.000. Lots 7 & 8 & E 54 Ft Of Lots 9 To 11 Less Strip Off S Side For Street Blk 169 Original Gulfport. 3300 West Railroad St. Cut &

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- Parcel 4: 1010M-04-006.000. Lot 12 Blk 6 Silver Ridge Resurvey. 364 Silver Ridge Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, . (Brown Ebony) Case: 9651
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WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

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

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots

were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: Resubdivision 2206PC103:

Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 11, 2022

Re: Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Spann

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Garlon Pemberton
2. Boyce Holleman & Associates (Letter of objection)

Speaking against the Petition: Gifford Ormes, Tim Holleman Jonathan Dyal, Marcella Richardson, and John Olsen

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 2, 2022.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2206PC103

Hearing Date: June 23, 2022

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

TECHNICAL DETAILS

The applicant requests to divide 2.48 acres into 6 new parcels. All lots exceed minimum for lot sizes required by zoning. Lot 1 to contain 18,666.14 square feet, Lot 2 to contain 18,405.02 square feet, Lot 3 to contain 18,398.10 square feet and Lot 4 to contain 18,398.15 square feet, Lot 5 to contain 18,417.08 square feet and Lot 6 to contain 23,337.02 square feet. All newly created lots meet the width requirements set forth by the City of Gulfport Zoning Ordinance. In addition, each newly created lot will abut a dedicated street as required.

However, the city's subdivision regulations requires that the maximum depth of any lot shall be three and one-half (3-1/2) times the width of the lot at the building setback line. These new lots exceed the allowable depth. The minimum depth should be 214.65 feet, the depth of new lots are at 299.99 feet and does not meet the subdivision regulations.

The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel 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 that would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

The request exceeds the lot minimums by at least double the size the requirement. While the city does not have a lot size maximum, density is an important concept to cities. Additionally, the newly proposed lots will need waivers to exist as presented. It could be perceived that the applicant has created this hardship because the applicant could create new lot widths of 85.7 feet and the lots would meet the minimum guidelines without a hardship waiver.

Technical Report

Resubdivision

Any approval should consider these conditions:

1. The Planning Commission grants a hardship waiver to allow the lots to exceed the 3.5 width to depth ratio.
2. Provide separate water and sewer services for each lot. Provide drainage easement along drainage ditch. Coordinate water and sewer connections with Public Works Department.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 6/15/22.

Public Works: No comments as of 6/18/22.

Traffic and Safety: No conditions. Memo dated 5/12/22.

Building Code Services: No comments as of 5/18/22.

GIS: No conditions. Memo dated 5/17/22.

Police Department: No conditions. Memo dated 5/16/22.

Fire Department: No conditions. Memo dated 5/13/22.

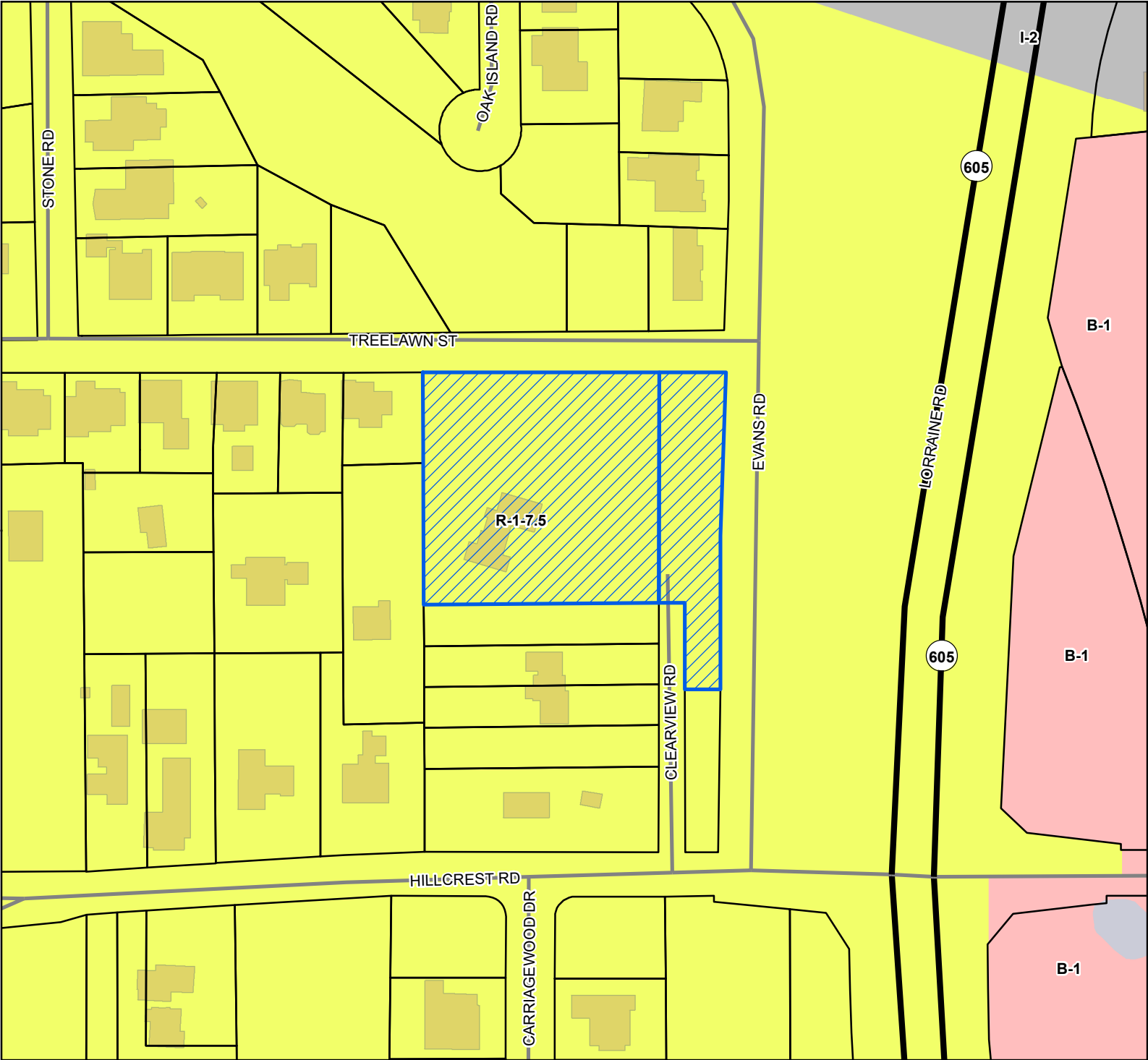
City Arborist: Conditions: preserve and protect protected trees on property.
Memo dated 5/13/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

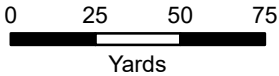
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-1 - Neighborhood Business District
- I-2 - Heavy Industry District
- R-1-7.5 - Single Family Residence District (Low Density)

Site Information

1009L-03-010.000
1009L-03-009.00
Zoning: R-1-7.5
Size: 2.48 acres
Flood: AE



1 inch = 170 feet



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



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

For Staff Use Only

Case Number: 2206PC103Date Received: 4-27-22

Receipt Number: _____

Received By: D2

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	0	9	L	-	0	3	-	0	1	0	•	0	0	0
1	0	0	9	L	-	0	3	-	0	0	9	•	0	0	0
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

TAKING 2 LOTS AND SUBDIVING INTO 6 LOTS.

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

GARLON PEMBERTON

Printed Name of Owner

9591 SOUTH BAYOU BEND DRIVE

Mailing Address

GULFPORT MS 39503

City State Zip code

228.324.2366

Home Phone Work/Cell Phone

Email

LGTRUCKGROUP@GMAIL.COM

Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

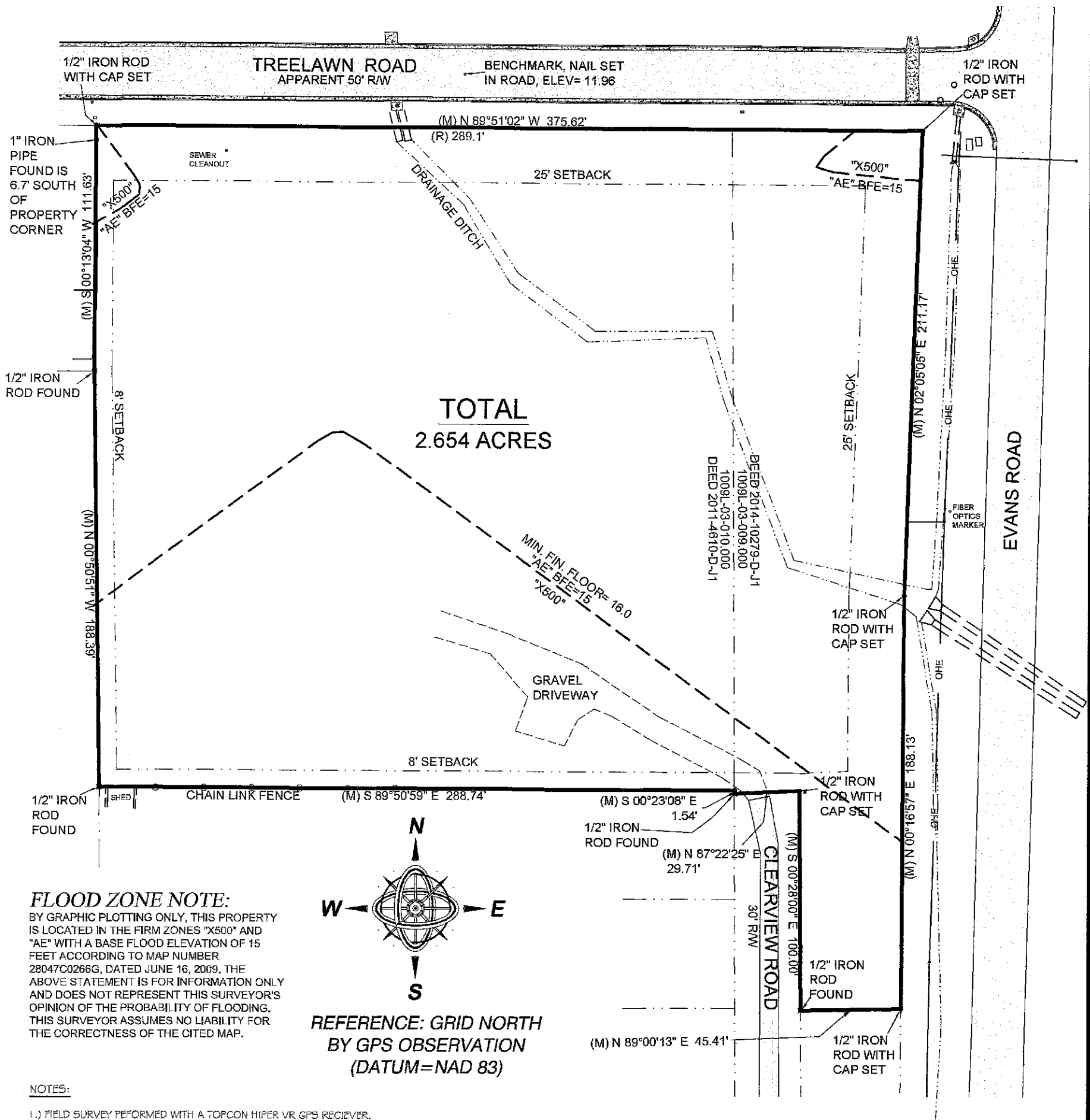
Signature of Agent

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

☐

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

A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "AE" WITH A BASE FLOOD ELEVATION OF 15 FEET ACCORDING TO MAP NUMBER 28047C0266G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECIEVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON 5PC (2301 M5 E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) HARRISON COUNTY TAX MAPS
- 3.) INSTRUMENT NO. 2022-32425-D-J1
- 3.) INSTRUMENT NO. 2022-33304-D-J1

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN R-1-7.5, SINGLE FAMILY RESIDENTIAL DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICOD FOR SETBACKS AND OTHER CRITERIA.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- △ CONCRETE MONUMENT FOUND
- △ CONCRETE MONUMENT SET
- △ LIGHTARD KNOT FOUND
- APS AS PER SURVEY
- APR AS PER RECORD
- APP AS PER PLAT
- IRF IRON ROD FOUND
- IRS 1/2" IRON ROD WITH CAP SET
- P.O.B. POINT OF BEGINNING

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

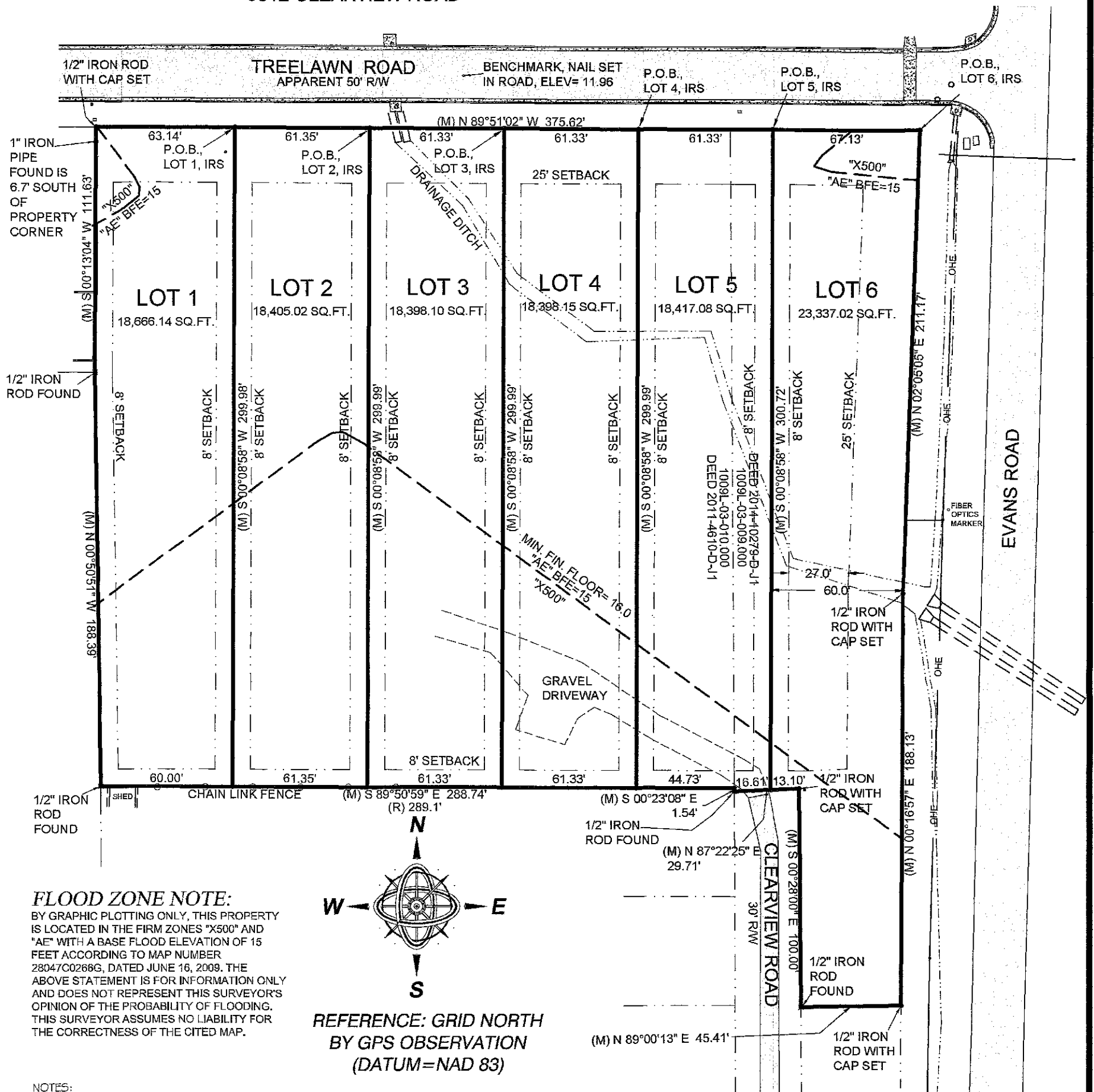
PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 4/15/2022
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "AE" WITH A BASE FLOOD ELEVATION OF 15 FEET ACCORDING TO MAP NUMBER 28047C0266G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) HARRISON COUNTY TAX MAPS
- 3.) INSTRUMENT NO. 2022-32425-D-J1
- 3.) INSTRUMENT NO. 2022-33304-D-J1

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN R-1-7.5, SINGLE FAMILY RESIDENTIAL DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODER FOR SETBACKS AND OTHER CRITERIA.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- APS — AS PER SURVEY
- APR — AS PER RECORD
- APF — AS PER PLAN
- IRF — IRON ROD FOUND
- IRS — 1/2" IRON ROD WITH CAP SET
- P.O.B. — POINT OF BEGINNING

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 4/15/2022
TOPCON HIPER VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

**A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD**

1009L-03-010.000 RECORD DESCRIPTION, 2022-33304-D-J1

That certain 1.99 acre parcel of land and property situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi; thence westerly a distance of 660.0 feet, more or less, to the extension of the West line of Clearview Road; thence northerly along the extension of and the West line of Clearview Road a distance of 350.0 feet to the POINT OF BEGINNING; thence northerly along the West line of Clearview Road a distance of 300.0 feet to the point of intersection of the South line of Treelawn Road; thence westerly along the South line of Treelawn Road a distance of 289.1 feet to a point; thence southerly and parallel to the West line of Clearview Road a distance of 300.0 feet to a point; thence easterly and parallel to the South line of Treelawn Road a distance of 289.1 feet to the point of beginning; and being the same parcel conveyed to Paula Margaret Cussen Brady by Warranty Deed dated June 21, 1968, recorded in Deed Book 612 at pages 409-410.

1009L-03-009.000 RECORD DESCRIPTION, 2022-32425-D-J1

A parcel of land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, with the Westerly margin of Lorraine Road; thence run North 00 degrees 13 minutes 02 seconds East 80.0 feet along the Westerly margin of Lorraine Road to the Northerly margin of Hillcrest Road; thence run South 89 degrees 43 minutes 14 seconds West 329.47 feet along the Northerly margin of Hillcrest Road to the Westerly margin of Evans Road and the Point of Beginning; thence from said Point of Beginning, South 89 degrees 52 minutes 02 seconds West 154.68 feet along the Northerly margin of Hillcrest Road; thence run North 00 degrees 38 minutes 32 seconds West 204.45 feet; thence run South 88 degrees 42 minutes 15 seconds West 150.00 feet; thence run North 00 degrees 38 minutes 05 seconds West 100.0 feet; thence run South 87 degrees 15 minutes 27 seconds West 29.69 feet; thence run North 00 degrees 38 minutes 05 seconds West 301.54 feet to the Southerly margin of Treelawn Road; thence run North 89 degrees 55 minutes 47 seconds East 335.94 feet along the Southerly margin of Treelawn Road to the Westerly margin of Evans Road; thence run South 00 degrees 29 minutes 13 seconds East 601.21 feet along the Westerly margin of Evans Road to the Point of Beginning. Parcel contains approximately 3.72 acres, more or less.

LESS AND EXCEPT

Begin at a point that is 49.213 feet Westerly of and perpendicular to the centerline of the relocation of Eminence Road at State 1 + 125 as shown on the plans for State Project No. 94-9371-00-004-10; from said Point of Beginning run thence North 01 degrees 57 minutes East, a distance of 211.168 feet to the present Southern right-of-way of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of said Treelawn Road, a distance of 200.538 feet; thence run South 09 degrees 25 minutes West, a distance of 130.328 feet; thence run Southwesterly along the circumference of a circle to the left having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of south 05 degrees 41 minutes West, for a distance of 385.151 feet; thence run South 10 degrees 41 minutes West, a distance of 61.348 feet to a point that is 52.493 feet Northerly of the centerline of the relocation of Hillcrest Road at Station 0 + 967; thence then South 00 degrees 1 minutes West, a distance of 29.298 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 50 minutes West along the present Northern right-of-way line of Hillcrest Road, a distance of 29.820 feet to a Western line of Defendants property; thence run North 00 degrees 39 minutes West along said Westerly property line, a distance of 204.449 feet to a Southern line of Defendants property; thence run South 80 degrees 42 minutes West along the said Southern property line, a distance of 104.698 feet; thence run North 00 degrees 02 minutes East, a distance of 180.130 feet to the Point of Beginning, containing 1.795 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and

LESS AND EXCEPT

Begin at a point of that is 98.425 Westerly of the centerline of survey of State Project No. 94-9371-00-004-10 at Station 5 + 420; from said Point of Beginning; run thence Northeasterly along the circumference of a circle to the right having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of North 05 degrees 41 minutes East, for a distance of 385.151 feet; thence run North 09 degrees 23 minutes East along a line that is parallel with and 98.425 feet Northwesterly of the centerline of survey of said project, a distance of 130.320 feet to the present Southern right-of-way line of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of Treelawn Road, a distance of 40.704 feet to the present Western right-of-way of Evans Road; thence run South 00 degrees 29 minutes East along the present Western right-of-way line of Evans Road, a distance of 601.211 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 53 minutes West along the present Northern right-of-way line of Hillcrest Road; a distance of 124.859 feet; thence run North 00 degrees 14 minutes East, a distance of 29.298 feet; thence run North 10 degrees 44 minutes East, a distance of 61.348 feet to the point of beginning, containing 1.269 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD

LEGAL DESCRIPTIONS OF LOTS
CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: LOT 1

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 312.47' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 63.14' TO AN IRON ROD SET; THENCE S00°13'04"W 111.63' TO AN IRON ROD FOUND; THENCE S00°50'51"E 188.39' TO AN IRON ROD FOUND; THENCE S89°50'59"E 60.00'; THENCE N00°08'58"E 299.98' TO THE POINT OF BEGINNING, CONTAINING 18,666.14 SQUARE FEET.

LEGAL DESCRIPTION: LOT 2

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 251.12' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.35' TO AN IRON ROD SET; THENCE S00°08'58"W 299.98'; THENCE S89°50'59"E 61.35'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,405.02 SQUARE FEET.

LEGAL DESCRIPTION: LOT 3

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 189.79' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.33'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,398.10 SQUARE FEET.

LEGAL DESCRIPTION: LOT 4

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 128.46' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.33'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,398.15 SQUARE FEET.

LEGAL DESCRIPTION: LOT 5

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 67.13' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 44.73'; THENCE S00°23'08"E 1.54' TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF CLEARVIEW ROAD; THENCE ALONG THE NORTH MARGIN OF CLEARVIEW ROAD, N87°22'25"E 16.61'; THENCE N00°08'58"E 300.72' TO THE POINT OF BEGINNING, CONTAINING 18,417.08 SQUARE FEET.

LEGAL DESCRIPTION: LOT 6

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
BEGINNING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 67.13'; THENCE S00°08'58"W 300.72' TO THE NORTH MARGIN OF CLEARVIEW ROAD; THENCE ALONG THE NORTH MARGIN OF CLEARVIEW ROAD, N87°22'25"E 13.10'; THENCE ALONG THE EAST MARGIN OF CLEARVIEW ROAD, S00°28'00"E 100.00' TO AN IRON ROD FOUND; THENCE N89°00'13"E 45.41' TO AN IRON ROD SET ON THE WEST MARGIN OF EVANS ROAD; THENCE ALONG SAID WEST MARGIN OF EVANS ROAD, N00°16'57"E 188.13' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID WEST MARGIN OF EVANS ROAD, N02°05'05"E 211.17' TO THE POINT OF BEGINNING, CONTAINING 23,337.02 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

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 TAX PARCEL # 1009L-03-009.000 AND 1009L-03-010.000, LOCATED IN THE CITY OF GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF TREELAWN ROAD AND ON THE WEST SIDE OF EVANS ROAD. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

1009L-03-009.000 AND 1009L-03-010.000. THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT GARLON PEMBERTON IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 27 DAY OF April, 2022.

Garlon Pemberton

GARLON PEMBERTON

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:

GARLON PEMBERTON

THIS DAY OF, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED GARLON PEMBERTON WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 26th DAY OF APRIL, 2022.

Clifford A. Crosby

CLIFFORD A. CROSBY, MS PLS 2539

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE DAY OF, 2022.

BY: KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: GREG HOLMES
THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR



CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF, 2022.

ATTEST:

BRITTANY RODGERS
THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV
THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF, 2022.

BILLY HEWES
THE CITY OF GULFPORT'S MAYOR

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg



Covenant Affidavit

I, Garlon Pemberton, being owner or agent of the property 1009L-03-009.000
PRINT NAME 1009L-03-010.000
PRIMARY ADDRESS OR PARCEL

which is the subject of this application, hereby state that this variance request is not in violation of any restrictive or protective covenants.

Garlon Pemberton
Signature

4-27-2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 27 day of APRIL, 20 22

[Signature]
Notary Public

11/22/2025
Commission Expiration

PARCEL # 1009L-03-010.000

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 21-296

STATE OF MISSISSIPPI
HARRISON COUNTY
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE

Scott Christopher Brady and Elizabeth Ann Brady, beneficiaries of the estate of Paula Margaret Cussen Brady
as set out in the Final Accounting filed as instrument number 2011-4610-D-J1.
and

Michaela Brady and Karren P. Nelson, heirs of Paul Shannon Brady, deceased beneficiary of the estate of Paula
Margaret Cussen Brady as set out in the Final Accounting filed as instrument number 2011-4610-D-J1. Judgment
Determining Heirs at Law and Order Authorizing Sale of Real Property are attached to this deed.
c/o Scott Christopher Brady: 1900 East Jackson Street, Pensacola, FL 32501 Tel: 228-697-7819

do hereby sell, convey and warrant unto

Garlon Pemberton
P. O. Box 2965
Gulfport, MS 39505
228-324-2366

that certain tract, piece or parcel of land situated and being located in First Judicial District of Harrison County, State of
Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

INDEXING INSTRUCTIONS: Section 19-T7S-R10W Harrison County, MS

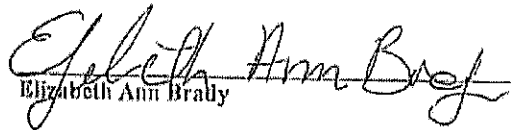
THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual proration, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

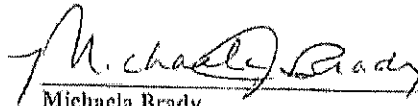
WITNESS OUR SIGNATURES, on the dates set out below.



Scott Christopher Brady



Elizabeth Ann Brady



Michaela Brady

Karren P. Nelson

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual proration, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

WITNESS OUR SIGNATURES, on the dates set out below.

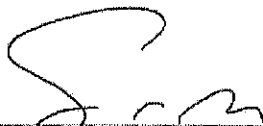
Scott Christopher Brady

Elizabeth Ann Brady

Michaela Brady

Karen P. Nelson
Karen P. Nelson

WITNESS MY SIGNATURE, this the 29 day of November, 2021.



Scott Christopher Brady

STATE OF Mississippi
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Scott Christopher Brady who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 29 day of November, 2021.

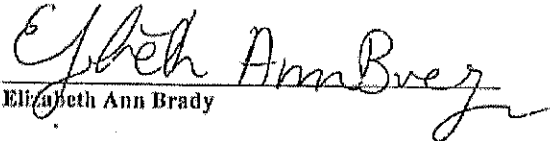
MY COMMISSION EXPIRES: _____



NOTARY PUBLIC



WITNESS MY SIGNATURE, this the 2nd day of November, 2021.

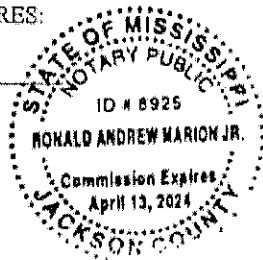

Elizabeth Ann Brady

STATE OF Mississippi
COUNTY OF Harrison

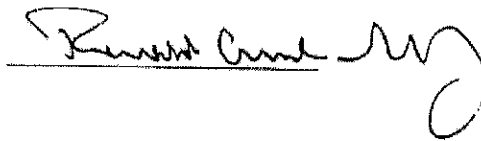
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Elizabeth Ann Brady who acknowledged that she signed and delivered the foregoing Warranty Deed on the day and year therein written as her own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 2nd day of November, 2021.

MY COMMISSION EXPIRES:



NOTARY PUBLIC



WITNESS MY SIGNATURE, this the 29 day of November, 2021.

Michaela Brady
Michaela Brady

STATE OF Mississippi
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Michaela Brady who acknowledged that she signed and delivered the foregoing Warranty Deed on the day and year therein written as her own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 29 day of November, 2021.

MY COMMISSION EXPIRES:



NOTARY PUBLIC

Ronald Andrew Marion Jr.

WITNESS MY SIGNATURE, this the 29 day of November, 2021.

Karren P. Nelson
Karren P. Nelson

STATE OF Ohio

COUNTY OF Medina

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Karren P. Nelson who acknowledged that she signed and delivered the foregoing Warranty Deed on the day and year therein written as her own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 29 day of November, 2021.

MY COMMISSION EXPIRES:

2/21/2026

NOTARY PUBLIC

Rachel Ross



RACHEL ROSS
Notary Public
State of Ohio
My Comm. Expires
February 21, 2026

Exhibit "A"

That certain 1.99 acre parcel of land and property situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi; thence westerly a distance of 660.0 feet, more or less, to the extension of the West line of Clearview Road; thence northerly along the extension of and the West line of Clearview Road a distance of 350.0 feet to the POINT OF BEGINNING; thence northerly along the West line of Clearview Road a distance of 300.0 feet to the point of intersection of the South line of Treelawn Road; thence westerly along the South line of Treelawn Road a distance of 289.1 feet to a point; thence southerly and parallel to the West line of Clearview Road a distance of 300.0 feet to a point; thence easterly and parallel to the South line of Treelawn Road a distance of 289.1 feet to the point of beginning; and being the same parcel conveyed to Paula Margaret Cussen Brady by Warranty Deed dated June 21, 1968, recorded in Deed Book 612 at pages 409-410.

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

ESTATE OF PAUL SHANNON BRADY, DECEASED

BY

CAUSE NO.: 19-592(4)

MICHAELA BRADY, PETITIONER

ORDER AUTHORIZING ADMINISTRATRIX
TO SELL ESTATE REAL PROPERTY

THIS MATTER came before the Court the sworn Petition of the Administratrix of the Estate of Paul Shannon Brady, Deceased, seeking authority to execute any and all documents to sell real property which the Estate holds a one-third interest in, and the Court, being fully advised in the premises, and finding that the proposed purchase is commercially reasonable and that it is in the best interest of the Estate that this property be sold, finds that the Petition is well-taken and should be granted. It is hereby:

ORDERED AND ADJUDGED that the sale price for the residential property located at 9312 Clearview Road, Gulfport, MS 39503, is commercially reasonable and that it is in the best interest of the Estate that the property be sold. It is further,

ORDERED AND ADJUDGED that the Administratrix, Michaela Brady, shall be and is hereby authorized to execute any and all contracts, deeds or other documents necessary for the sale of certain property which the Estate owns one-third interest in located at 9312 Clearview Road, Gulfport, Mississippi, 39503. It is further,

ORDERED AND ADJUDGED that all proceeds from the sale to which the Estate is entitled shall be deposited into the Estate account and shall be held there until such time as this Court authorizes distribution by further order.

SO ORDERED, ADJUDGED AND DECREED this the _____ day of _____, 2021.

Carter Bise
CHANCELLOR

Digitally signed by Carter Bise
Date: 2021.10.26 13:09:38
+05'00'

Prepared & Submitted by:

J. HENRY ROS, MBN 5668
CURRIE JOHNSON & MYERS, P.A.
925 Tommy Munro Drive, Suite H
Biloxi, Mississippi 39532
Telephone: (228)385-1010
Facsimile: (228)385-1011
Email: hros@curriejohnson.com

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

ESTATE OF PAUL SHANNON BRADY, DECEASED

BY

CAUSE NO.: 19-592(4)

MICHAELA BRADY, PETITIONER

CORRECTED JUDGMENT DETERMINING HEIRS AT LAW

This day there came to be considered by the Court a Corrected Judgment determining the heirs-at-law of the Estate of Paul Shannon Brady, Deceased, and upon hearing the same and being advised that a scrivener's error occurred in the original Judgment resulting in heir Karren P. Nelson's name being misspelled as Karen P. Nelson, the Court finds the spelling error should be corrected and this Judgment shall replace the Judgment dated July 28, 2021 [MEC No. 19], with the only change being the correction in spelling of heir Karren P. Nelson's name. Accordingly, the Court finds as follows:

1. Petitioner Michaela Brady is the duly appointed, qualified and acting Administratrix of the Decedent's Estate, pursuant to the Judgment of this Court rendered on February 21, 2020 [MEC No. 6].

2. Paul Shannon Brady departed this life on June 9, 2019, and at the time of his death, his domicile and fixed place of residence was in Biloxi, Harrison County, First Judicial District, Mississippi.

3. The sole parties in interest in this Estate and their places of residence and addresses are as follows:

Michaela Brady, surviving wife of the Decedent, an adult resident of the State of Mississippi, whose address is 13444 Old Woolmarket Road, Biloxi, MS 39532.

Karren P. Nelson, surviving daughter of the Decedent, an adult resident of the State of Ohio, whose address is 3366 Marpat Lane, Brunswick, OH 44212.

The Decedent was married to Michaela Brady and had one (1) daughter at the time of his death. The Decedent's sole and only heirs-at-law are his surviving spouse and daughter, namely, Michaela Brady and Karren P. Nelson, who are set forth above as parties in interest in this Estate.

4. The sole parties in interest in this Estate are over eighteen years of age and are not under any legal disability.

5. This Court has subject matter jurisdiction over the subject matter of this case, and venue is proper in this Court.

6. Petitioner requests that this Court adjudicate that Michaela Brady and Karren P. Nelson as the sole heirs-at-law of the Decedent.

7. Petitioner knows of no other heirs-at-law, after diligent search and inquiry, personally made by the Petitioner; and, the Petitioner cannot ascertain the place of residence, street address or post office address or otherwise, of the unknown heirs-at-law. The Petitioner would further show that unknown heirs-at-law of Paul Shannon Brady, Deceased, may be non-resident citizens of the State of Mississippi or not to be found in Mississippi, after diligent search and inquiry personally made by the Petitioner. The Petitioner knows of no other persons claiming any right, title or interest as an heir-at-law of Paul Shannon Brady, Deceased, and that Michaela Brady and Karren P. Nelson should be determined by this Court to be the sole and only heir-at-laws of Paul Shannon Brady, Deceased.

8. In compliance with MCA §§13-3-25 and 13-3-27, and Rule 4 of the Mississippi Rules of Civil Procedure, the Petitioner requests the Clerk of Court to issue process by

publication to any and all unknown heirs and unknown parties-in-interest, whether residents of Mississippi or non-residents of Mississippi, claiming to be the heirs-at-law of Paul Shannon Brady, Deceased, whose names, whereabouts, places of residence, street addresses and post office addresses are and remain unknown to Petitioner.

It is accordingly Ordered, Adjudged and Decreed as follows:

1. That the Petition for Determination of the Heirs of Paul Shannon Brady, Deceased, is hereby received and filed; and
2. That Michaela Brady and Karren P. Nelson are the sole and only heirs-at-law of Paul Shannon Brady, Deceased.

SO ORDERED, ADJUDGED AND DECREED this the _____ day of _____, 2021.

Carter Bise
Digitally signed by Carter Bise
Date: 2021.11.29 12:48:41
+06'00'

CHANCELLOR

Prepared & Submitted by:

J. HENRY "HANK" ROS (MSB 5668)
CURRIE JOHNSON & MYERS, P.A.
925 Tommy Munro Drive, Suite H
Biloxi, Mississippi 39532
Telephone: (228) 385-1010
Facsimile: (228) 385-1011
Email: hros@curriejohnson.com

DECLARATION OF ACCEPTANCE

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS makes no statement or warranty as to this form. It's contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

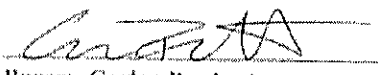
PROPERTY ADDRESS: 9312 Clearview Road, Gulfport, MS 39503

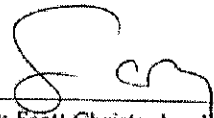
All warranties and statements, expressed or implied, as property condition, financing terms, and all representations of all parties, including Seller, Buyer and all brokers, contained or associated with this Contract for Sale and Purchase of Real Estate with a contract date of October 28, 2021 and signed by the undersigned Buyers and Sellers have been compiled with to our satisfaction.

We, the undersigned, do hereby declare that without any reservations we hereby accept the Property as to the condition of the house, other improvements, fixtures and equipment, decoration, suitability and readiness for use as our home, as well as financing terms, and all other representations of Buyer(s), Seller(s) and all brokers and any other statements or representations contained in the Contract or any addendum thereof. We understand that, with the acceptance of the Deed, and except for misrepresentation or fraud, Seller(s) will have no further responsibility or liability for any repairs to the Property. Buyer(s) and Seller(s) hold harmless all brokers for any representations, expressed or implied, in the aforementioned Contract or in any other form not thus merged in the Deed.

We do further declare that the consideration paid is acceptable to us, and that we understand that market conditions change, and that property values therefore change. We, therefore, release Seller(s) agents, Buyer(s), Buyer's agents and all Brokers in this transaction from any responsibility whatsoever resulting from changes in market conditions.

The foregoing notwithstanding, nothing herein shall operate to void or negate any warranties made by a builder of new construction or those arising under Mississippi law applicable to new construction.


Buyer: Carlton Pemberton


Seller: Scott Christopher Brady

Buyer:

Seller:

COPY

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

Indexing Instructions:
Part of Section 19, T7S, R10W,
Harrison County, 1st JD, MS

File#212528

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

CLARENCE HOMER VAUGHN, JR.
602 ESPLANADE AVENUE
BAY ST. LOUIS, MS 39520
(228) 236-4771

does hereby grant, bargain, sell, convey and warrant, unto

GARLON A. PEMBERTON, JR., a married man
9591 SOUTH BAYOU BEND DRIVE
GULFPORT, MS 39503
(228) 324-2366

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

ATTACHED HERETO AS EXHIBIT "A"

The Grantor hereby covenants that the property described herein does not constitute as a part of his homestead, nor is it contiguous thereto.

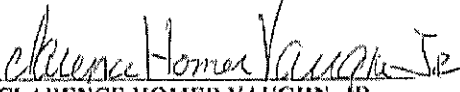
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to

be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

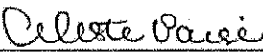
WITNESS THE SIGNATURE of the Grantor on this the 18th day of November, 2021.


CLARENCE HOMER VAUGHN, JR.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, CLARENCE HOMER VAUGHN, JR., who acknowledged that he signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 18th day of November, 2021.


NOTARY PUBLIC

(SEAL)

My Commission Expires:



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, with the Westerly margin of Lorraine Road; thence run North 00 degrees 13 minutes 02 seconds East 80.0 feet along the Westerly margin of Lorraine Road to the Northerly margin of Hillcrest Road; thence run South 89 degrees 43 minutes 14 seconds West 329.47 feet along the Northerly margin of Hillcrest Road to the Westerly margin of Evans Road and the Point of Beginning; thence from said Point of Beginning, South 89 degrees 52 minutes 02 seconds West 154.68 feet along the Northerly margin of Hillcrest Road; thence run North 00 degrees 38 minutes 32 seconds West 204.45 feet; thence run South 88 degrees 42 minutes 15 seconds West 150.00 feet; thence run North 00 degrees 38 minutes 05 seconds West 100.0 feet; thence run South 87 degrees 15 minutes 27 seconds West 29.69 feet; thence run North 00 degrees 38 minutes 05 seconds West 301.54 feet to the Southerly margin of Treelawn Road; thence run North 89 degrees 55 minutes 47 seconds East 335.94 feet along the Southerly margin of Treelawn Road to the Westerly margin of Evans Road; thence run South 00 degrees 29 minutes 13 seconds East 601.21 feet along the Westerly margin of Evans Road to the Point of Beginning. Parcel contains approximately 3.72 acres, more or less.

LESS AND EXCEPT

Begin at a point that is 49.213 feet Westerly of and perpendicular to the centerline of the relocation of Eminence Road at State 1+ 125 as shown on the plans for State Project No. 94-9371-00-004-10; from said Point of Beginning run thence North 01 degrees 57 minutes East, a distance of 211.168 feet to the present Southern right-of-way of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of said Treelawn Road, a distance of 200.538 feet; thence run South 09 degrees 25 minutes West, a distance of 130.328 feet; thence run Southwesterly along the circumference of a circle to the left having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of south 05 degrees 41 minutes West, for a distance of 385.151 feet; thence run South 10 degrees 41 minutes West, a distance of 61.348 feet to a point that is 52.493 feet Northerly of the centerline of the relocation of Hillcrest Road at Station 0 + 967; thence then South 00 degrees 1 minutes West, a distance of 29.298 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 50 minutes West along the present Northern right-of-way line of Hillcrest Road, a distance of 29.820 feet to a Western line of Defendants property; thence run North 00 degrees 39 minutes West along said Westerly property line, a distance of 204.449 feet to a Southern line of Defendants property; thence run South 80 degrees 42 minutes West along the said Southern property line, a distance of 104.698 feet; thence run North 00 degrees 02 minutes East, a distance of 180.130 feet to the Point of Beginning, containing 1.795 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and

LESS AND EXCEPT

Begin at a point of that is 98.425 feet Westerly of the centerline of survey of State Project No. 94-9371-00-004-10 at Station 5 + 420; from said Point of Beginning; run thence Northeasterly along the circumference of a circle to the right having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of North 05 degrees 41 minutes East, for a distance of 385.151 feet; thence run North 09 degrees 23 minutes East along a line that is parallel with and 98.425 feet Northwesterly of the centerline of survey of said project, a distance of 130.320 feet to the present Southern right-of-way line of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of Treelawn Road, a distance of 40.704 feet to

the present Western right-of-way of Evans Road; thence run South 00 degrees 29 minutes East along the present Western right-of-way line of Evans Road, a distance of 601.211 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 53 minutes West along the present Northern right-of-way line of Hillcrest Road; a distance of 124.859 feet; thence run North 00 degrees 14 minutes East, a distance of 29.298 feet; thence run North 10 degrees 44 minutes East, a distance of 61.348 feet to the point of beginning, containing 1.269 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

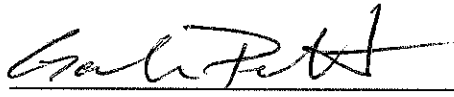
Tax Parcel Number: 10091-03-009.000.

Prepared By and Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

To whom it may concern,

To the best of my knowledge there are no restrictive or protective covenants that prohibits the resub division of parcels:

- 1009L-03-009.000
- 1009L-03-010.000



GARLON PEMBERTON

PERMITS/INSP PAYMENT RECPT#: 11256627
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/27/22 TIME: 11:19
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

AMOUNT PAID: 185.00

PAID BY: GARLON PEMBERTON
PAYMENT METH: CHECK
 0377

REFERENCE:

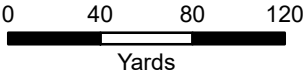
AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55860	1009L-03-010.000	BRADY SCOTT CHRISTOPHER ETAL	9312 CLEARVIEW RD	GULFPORT	MS	39503
	83167	1009L-03-009.000	VAUGHN CLARENCE HOMER JR	1221 3RD STREET	GULFPORT	MS	39501
N			Adjacent Property Owners				
	120947	1009L-03-045.000	AUDUBON POINTE VENTURE LLC	P O BOX 130	GULFPORT	MS	39502
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	55904	1009L-02-033.000	BERGMANN CARY & TELLYE J'ANNA	12541 SOUTH LAKE FOREST DR	GULFPORT	MS	39503
	120943	1009L-03-041.000	BROADUS JENNIFER	9347 EVANS RD	GULFPORT	MS	39503
	120945	1009L-03-043.000	BRUNT DERRY H & BONNIE B	9367 EVANS RD	GULFPORT	MS	39503
	83166	1009L-03-007.000	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
N	137970	1009L-02-001.001	BULLDOG ISLAND LLC	806 WASHINGTON AVE -	OCEAN SPRINGS	MS	39564
	120932	1009L-03-030.000	COOPER JANICE M KNIGHT & BRENT A	6705 S GARTH AVENUE	LOS ANGELES	CA	90056
	55861	1009L-03-020.000	COSTON ELIZABETH ANN	11492 HILLCREST RD	GULFPORT	MS	39503
	55878	1009L-02-018.000	CREEL ALFRED C ETAL	9298 LORRAINE RD	GULFPORT	MS	39503
	55907	1009L-03-022.000	CREEL BARNEY M & CYNTHIADORA R	P O BOX 6825	GULFPORT	MS	39506
	125089	1009L-03-021.001	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	55862	1009L-03-021.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	125090	1009L-03-021.002	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
N	125092	1009L-03-021.003	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
	120942	1009L-03-040.000	ELLE DEE & ASSOCIATES INC	9612 SOUTH 4TH AVENUE	INGLEWOOD	CA	90305
	120931	1009L-03-029.000	KAIGLER PERCY H & NATALIE F	11510 TREELAWN ST	GULFPORT	MS	39503
	120941	1009L-03-039.000	MCDANIEL MARK H	28 SHORELINE LANE	GULFPORT	MS	39503
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	112234	1009L-03-024.000	ORMES GIFFORD W	11509 TREELAWN RD	GULFPORT	MS	39503
	120944	1009L-03-042.000	PERRY DAVID JAMES & ASHLEY NICOLE	9359 EVANS ROAD	GULFPORT	MS	39507
	55864	1009L-03-018.000	ROBICHEAUX BOBBIE R	11508 HILLCREST RD	GULFPORT	MS	39503
	55863	1009L-03-019.000	ROBICHEAUX LAUREN B & JOHN	11504 HILLCREST RD	GULFPORT	MS	39503
	55865	1009L-03-016.000	SIEGEL DONALD LEE & PAULETTE	11522 HILLCREST RD	GULFPORT	MS	39503
	55866	1009L-03-017.000	SULLIVAN BRIAN P & MARY K	11518 HILLCREST RD	GULFPORT	MS	39503
	125510	1009L-03-023.001	VAN SLYKE JOHN BURA III & MARY W	11513 TREELAWN ST	GULFPORT	MS	39503



Legend

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



1 inch = 250 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55860	1009L-03-010.000	GARLON PEMBERTON	9591 SOUTH BAYOU BEND DRIVER	GULFPORT	MS	39503
	83167	1009L-03-009.000	GARLON PEMBERTON	9591 SOUTH BAYOU BEND DRIVER	GULFPORT	MS	39503
N			Adjacent Property Owners				
	120947	1009L-03-045.000	AUDUBON POINTE VENTURE LLC	P O BOX 130	GULFPORT	MS	39502
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	55904	1009L-02-033.000	BERGMANN CARY & TELLYE J'ANNA	12541 SOUTH LAKE FOREST DR	GULFPORT	MS	39503
	120943	1009L-03-041.000	BROADUS JENNIFER	9347 EVANS RD	GULFPORT	MS	39503
	120945	1009L-03-043.000	BRUNT DERRY H & BONNIE B	9367 EVANS RD	GULFPORT	MS	39503
	83166	1009L-03-007.000	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
N	137970	1009L-02-001.001	BULLDOG ISLAND LLC	806 WASHINGTON AVE -	OCEAN SPRINGS	MS	39564
	120932	1009L-03-030.000	COOPER JANICE M KNIGHT & BRENT A	6705 S GARTH AVENUE	LOS ANGELES	CA	90056
	55861	1009L-03-020.000	COSTON ELIZABETH ANN	11492 HILLCREST RD	GULFPORT	MS	39503
	55878	1009L-02-018.000	CREEL ALFRED C ETAL	9298 LORRAINE RD	GULFPORT	MS	39503
	55907	1009L-03-022.000	CREEL BARNEY M & CYNTHIADORA R	P O BOX 6825	GULFPORT	MS	39506
	125089	1009L-03-021.001	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	55862	1009L-03-021.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	125090	1009L-03-021.002	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
N	125092	1009L-03-021.003	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
	120942	1009L-03-040.000	ELLE DEE & ASSOCIATES INC	9612 SOUTH 4TH AVENUE	INGLEWOOD	CA	90305
	120931	1009L-03-029.000	KAIGLER PERCY H & NATALIE F	11510 TREELAWN ST	GULFPORT	MS	39503
	120941	1009L-03-039.000	MCDANIEL MARK H	28 SHORELINE LANE	GULFPORT	MS	39503
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	112234	1009L-03-024.000	ORMES GIFFORD W	11509 TREELAWN RD	GULFPORT	MS	39503
	120944	1009L-03-042.000	PERRY DAVID JAMES & ASHLEY NICOLE	9359 EVANS ROAD	GULFPORT	MS	39507
	55864	1009L-03-018.000	ROBICHEAUX BOBBIE R	11508 HILLCREST RD	GULFPORT	MS	39503
	55863	1009L-03-019.000	ROBICHEAUX LAUREN B & JOHN	11504 HILLCREST RD	GULFPORT	MS	39503
	55865	1009L-03-016.000	SIEGEL DONALD LEE & PAULETTE	11522 HILLCREST RD	GULFPORT	MS	39503
	55866	1009L-03-017.000	SULLIVAN BRIAN P & MARY K	11518 HILLCREST RD	GULFPORT	MS	39503
	125510	1009L-03-023.001	VAN SLYKE JOHN BURA III & MARY W	11513 TREELAWN ST	GULFPORT	MS	39503

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 08071-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

MANAGING PARTNER

Tim C. Holleman
tim@boyceholleman.com

Jesse Boyce Holleman
1924-2003

MANAGING PARTNER

L. Dean Holleman
dean@boyceholleman.com

July 6, 2022

VIA HAND DELIVERY

Gulfport Planning Commission
Attention: Greg Holmes
Planning Administrator
1410 24th Avenue
Gulfport, MS 39501

Re: Notice of Appeal/Letter of Objection – Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 and 1009L-03-009.000, Divide into six new parcels, TreeLawn St., Zoned R-1-7.5 (single family), Ward 4

Dear Mr. Holmes:

On behalf of Giff Ormes, individually, and other interested parties within the Oak Island subdivision, I would like to appeal the approval of and formally object to the resubdivision of tax parcels 1009L-03-010.000 and 1009L-03-009.000 into six new parcels by owner Garlon Pemberton (the "Developer") on the following grounds:

1. The Planning Commission violated Chapter 9, Article III, Sec. 9-50(D)(3) of the City's subdivision regulations and the Planning Commission inappropriately granted a hardship waiver to allow the lots to exceed the allowable depth to width ratio of the City's subdivision regulations.

A. The Planning Commission violated Chapter 9, Article III, Sec. 9-50(D)(3) of the City's subdivision regulations.

The City's subdivision regulations require the maximum depth of any lot to be three and one-half (3.5) times the width of the lot at the building setback line. See Exhibit C-035. As established in the technical report from the City (as highlighted), the new parcels exceed the allowable depth by more than 85 feet. See Exhibit A-001. The Planning Commission plainly violated the City's subdivision regulations when it approved the resubdivision of tax parcels that exceed the allowable depth to width ratio.

ASSOCIATES

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Tricia Tisdale
tricia@boyceholleman.com

1720 23rd Avenue • Boyce Holleman Blvd. • Gulfport, MS 39501
Office: 228-863-3142 • Fax: 228-863-9829 • www.boyceholleman.com

B. The Planning Commission inappropriately granted a hardship waiver to allow the lots to exceed the allowable depth to width ratio of the City's subdivision regulations.

According to Chapter 9, Article III, Sec. 9-53 of the City's subdivision regulations, a hardship waiver may be granted where the planning commission finds that extraordinary hardships may result from compliance with the subdivision regulations. As established in the technical report from the City (as highlighted), the Developer has failed to create lots that meet the City's minimum guidelines. See Exhibit A-001. The Developer has not submitted any evidence of extraordinary hardship that would result from creating new lots that conform to the allowable depth to width ratio. The Developer's hardship is self-created and a waiver is therefore unwarranted.

Additionally, the regulation states that a waiver is appropriate if it would not nullify the intent and purpose of the subdivision regulations. A waiver of the regulations in this case is contradictory to the City's stated intent and purpose. The subdivision regulations are meant to provide harmonious development and to create conditions favorable to health, safety, convenience or prosperity. The waiver granted in this case will distort the harmonious development of the Oak Island subdivision as the new lots will be drastically smaller and will contain houses that do not resemble the scale, character, or appearance of the existing homes. The smaller lot sizes and inconsistent character of homes will negatively impact the health and prosperity of Oak Island homeowners by significantly devaluing the existing properties in the Oak Island subdivision. The Developer's hardship waiver nullifies the intent and purpose of the subdivision regulations and is therefore inappropriate.

For the above reasons, any waiver, variance, or special exemption to the Developer's self-created hardship is unwarranted and inappropriate under the subdivision regulations.

2. The Planning Commission violated Chapter 9, Article III, Sec. 9-50(A)(3) of the City's subdivision regulations.

Chapter 9, Article III, Sec. 9-50(A)(3) of the City's subdivision regulations states that land subject to periodic flooding shall not be platted for residential occupancy. If subdivided land is located in an area with poor drainage, the regulations allow for approval by the Planning Commission provided the Developer agrees to make improvements necessary to render the land substantially safe for residential use or furnish a surety bond to cover the cost of improvements. See Exhibit C-034. The subdivided property at issue is located in a FEMA flood zone and is undoubtedly subject to periodic flooding. See Exhibit

B-019. Currently, water drains across the property and into the bayou leaving standing water on the proposed lots. See Exhibit B-021.

The residents of Oak Island subdivision provided an engineering report to the Planning Commission stating that a drainage plan, grading plan, and wetlands delineation should have been conducted before approval of the resubdivision. See Exhibit B-015. This is the only evidence in the record. The Developer provided nothing in response to the engineering report of the Oak Island residents.

Further, the technical report from the City (as highlighted) stated that approval of the resubdivision should be conditioned on a Developer-provided drainage easement in order to alleviate the drainage issues. See Exhibit A-002. Despite these noted concerns, the Developer did not provide any of these recommended proposals to the Planning Commission or make any agreement to provide a drainage easement or otherwise render the land substantially safe for the surrounding homeowners. The land is indisputably subject to flooding and the lots are located in an area with poor drainage. The land has acted as a natural detention area for the subdivision and development into homes will only exacerbate the drainage issues. If development of the land results in flood damage to the surrounding properties, the Developer will be liable. (See *Mississippi Gulf Properties, LLC v. Eagle Mechanical, Inc.*, 98 So.3d 1097, 1101 (2012)) (holding that a Harrison county landowner was liable to an adjacent landowner for \$170,000 for flood damage when he altered the natural drainage of the land). See Exhibit D-036 – D-048. The Planning Commission should have required the Developer to improve the land or furnish a surety bond to cover the cost of improvements as mandated by the subdivision regulations.

3. A conflict of interest exists between the Planning Commission and the Developer and between the Planning Commission and any party with a business relationship to the Developer.

Mississippi's Ethics in Government Laws prohibit public officials from realizing personal gain as a natural consequence of their employment or position. Public servants are to refrain from violating the public's trust by engaging in conduct that raises suspicion of improper dealing among the public. See *Miss. Code Ann.* § 25-4-101. No public servant shall use his official position to obtain, or attempt to obtain, pecuniary benefit for himself other than that compensation provided for by law, or to obtain, or attempt to obtain, pecuniary benefit for any relative or any business with which he is associated. See *Miss. Code Ann.* § 25-4-105(1).

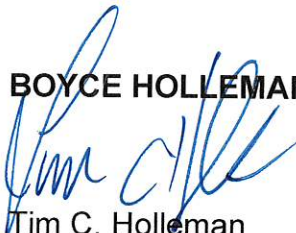
The Developer, Garlon Pemberton, is a public servant and member of the Planning Commission. Mr. Pemberton represented himself at the June 23, 2022

meeting before the Planning Commission. While he did not participate in the final vote concerning the resubdivision of his property, the ultimate approval of the resubdivision in direct violation of the City's subdivision regulations and without any evidence to support a hardship waiver or any agreement to resolve the drainage issues raises a suspicion of impropriety and a conflict of interest.

In light of the above claims, I file this notice of appeal and object to the resubdivision of tax parcels 1009L-03-010.000 and 1009L-03-009.000 into six new parcels by owner Garlon Pemberton and reserve the right to make further objections once a transcript of the proceedings has been certified to the Mayor and City Council and a copy has been provided to my attention.

Pursuant to Sec 3-36 within seven (7) days after filing the notice of appeal, the city clerk shall estimate the cost of preparation of the record on appeal, including but not limited to the cost of the preparation of the transcript, and advise thereof so we may deposit that sum with the city clerk.

Sincerely,


BOYCE HOLLEMAN & ASSOCIATES

Tim C. Holleman

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2206PC103

Hearing Date: June 23, 2022

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

TECHNICAL DETAILS

The applicant requests to divide 2.48 acres into 6 new parcels. All lots exceed minimum for lot sizes required by zoning. Lot 1 to contain 18,666.14 square feet, Lot 2 to contain 18,405.02 square feet, Lot 3 to contain 18,398.10 square feet and Lot 4 to contain 18,398.15 square feet, Lot 5 to contain 18,417.08 square feet and Lot 6 to contain 23,337.02 square feet. All newly created lots meet the width requirements set forth by the City of Gulfport Zoning Ordinance. In addition, each newly created lot will abut a dedicated street as required.

However, the city's subdivision regulations requires that the maximum depth of any lot shall be three and one-half (3-1/2) times the width of the lot at the building setback line. These new lots exceed the allowable depth. The minimum depth should be 214.65 feet, the depth of new lots are at 299.99 feet and does not meet the subdivision regulations.

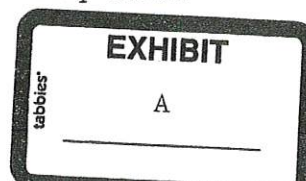
The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel 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 that would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

The request exceeds the lot minimums by at least double the size the requirement. While the city does not have a lot size maximum, density is an important concept to cities. Additionally, the newly proposed lots will need waivers to exist as presented. It could be perceived that the applicant has created this hardship because the applicant could create new lot widths of 85.7 feet and the lots would meet the minimum guidelines without a hardship waiver.



Technical Report

Resubdivision

Any approval should consider these conditions:

1. The Planning Commission grants a hardship waiver to allow the lots to exceed the 3.5 width to depth ratio.
2. Provide separate water and sewer services for each lot. Provide drainage easement along drainage ditch. Coordinate water and sewer connections with Public Works Department.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 6/15/22.

Public Works: No comments as of 6/18/22.

Traffic and Safety: No conditions. Memo dated 5/12/22.

Building Code Services: No comments as of 5/18/22.

GIS: No conditions. Memo dated 5/17/22.

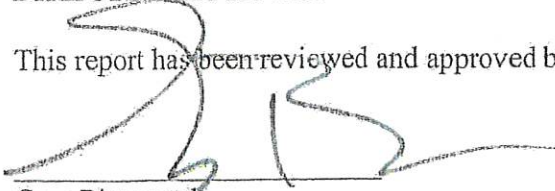
Police Department: No conditions. Memo dated 5/16/22.

Fire Department: No conditions. Memo dated 5/13/22.

City Arborist: Conditions: preserve and protect protected trees on property.
Memo dated 5/13/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

June 23, 2022

To Planning Commission members:

This letter is in reference to the proposed subdivision of property at the corner of Evans Rd and Treelawn Street in Gulfport. The development in question proposes to divide 2 pieces of property into 6 smaller lots for development. We have several areas of concern or objection we would ask this board to carefully consider before you consider a vote on this request. The below are a few of those concerns or objections:

1. The proposed subdivision is not compatible with the surrounding subdivision and properties. The proposed 6 lots are approximately 60 feet wide facing Treelawn Street (5 at 61.33 feet and 1 at 67.33 feet) These properties would be at the entrance to Oak Island subdivision where the lots on Treelawn street average between 90' to 110' and not 60 feet. The proposed subdivision is requesting only a 60' lots on Treelawn and is not consistent with development already approved by the City. Such is a substantial difference and changes the type home that may be built on the lots. We have grave concerns that this will limit the type of house that can be built on these properties and will significantly devalue Gulfport citizens' properties in Oak Island subdivision. At a minimum it will significantly change the character of the neighborhood. If the current property owner desires to develop this property he should be required to make the lots consistent with the adjoining lots already approved by the City, with minimum frontage of 90 to 110 feet. The City should require a more appropriate road footage/lot size of 90' to 110' consistent with the current neighborhood/subdivision. This would allow the developer 4 lots consistent with the surrounding neighborhood/subdivision.
2. Drainage is a serious issue. We are including the drainage maps so you can see that the subdivision drains across the property where the current lots are being proposed. We have seen no drainage proposal indicating how they would resolve the current drainage issues. We believe there must be a drainage study provided AND the drainage must be addressed before any subdivision is allowed to add more homes.
3. There is standing water on the property just as there is the property across the street that the city purchased because of the flow of the water out to the bayou. Has there been a wetlands mitigation plan pulled together for this property? We would also request a grading study be done on these properties to know how much fill will be required. It has been noted by multiple engineers this property is 6-8 feet below the centerline of Treelawn street which will require significant fill dirt (where will all that water go?).
4. Finally, we have seen no utility plan for said lots. The subdivision these lots are being "inserted" into was developed to be an underground utility subdivision and there was no provision to serve these lots in that plan. As you are aware there are certain fees incurred by the developers to make sure all utilities are provided for before lots are sold. We are asking that this developer provide for those underground utilities so that we do not have a pole line along the road frontage to supply utilities to these new lots. This developer should be required to provide underground utilities to match the subdivisions before he is allowed to subdivide and sell these properties.

We are simply asking this commission to make sure this development does not impact the values of our properties and the drainage of the current subdivision. We have enough drainage issues currently

We appreciate your consideration of our concerns.

Signature

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the page.

Signature



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	0	9	L
1	0	0	9	L

 -

0	3
0	3

 -

0	1	0
0	0	9

 •

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2206PC103Date Received: 4-27-22

Receipt Number: _____

Received By: DZ

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: _____

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

TAKING 2 LOTS AND SUBDIVING INTO 6 LOTS.

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

Printed Name of Agent

Mailing Address

Mailing Address

City

State

Zip code

City

State

Zip code

Home Phone

Work/Cell Phone

Home Phone

Work/Cell Phone

Email

@GMAIL.COM

Email

Signature of Owner

Signature of Agent

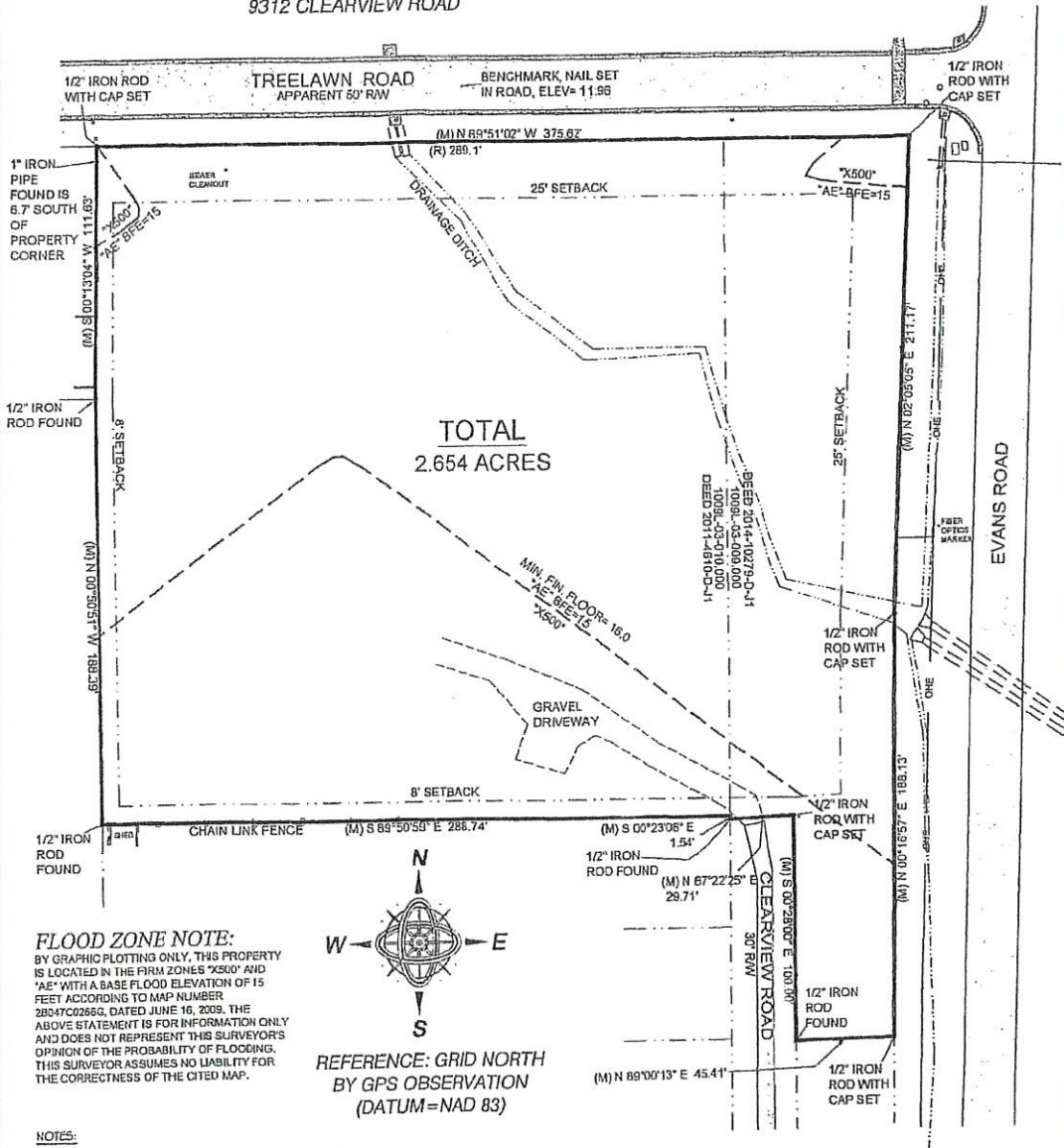
If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



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

005

A RESUBDIVISION OF A TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NOS. 1009L-03-009.000 AND 1009L-03-010.000, ADDRESS- 9312 CLEARVIEW ROAD



NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON Hiper VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. KTR NETWORK, AND ARE BASED ON SFC (2301 M5 C).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) MISSISSIPPI COUNTY TAX MAPS
- 3.) INSTRUMENT NO. 2022-32425-D-31
- 3.) INSTRUMENT NO. 2022-33304-D-31

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN R-1-7.5, SINGLE FAMILY RESIDENTIAL DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICOD FOR SETBACKS AND OTHER CRITERIA.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- ELEVATION MARK FOUND
- ELEVATION MARK SET
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAN
- IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- POINT OF BEGINNING

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 4/15/2022
TOPCON HIPER VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

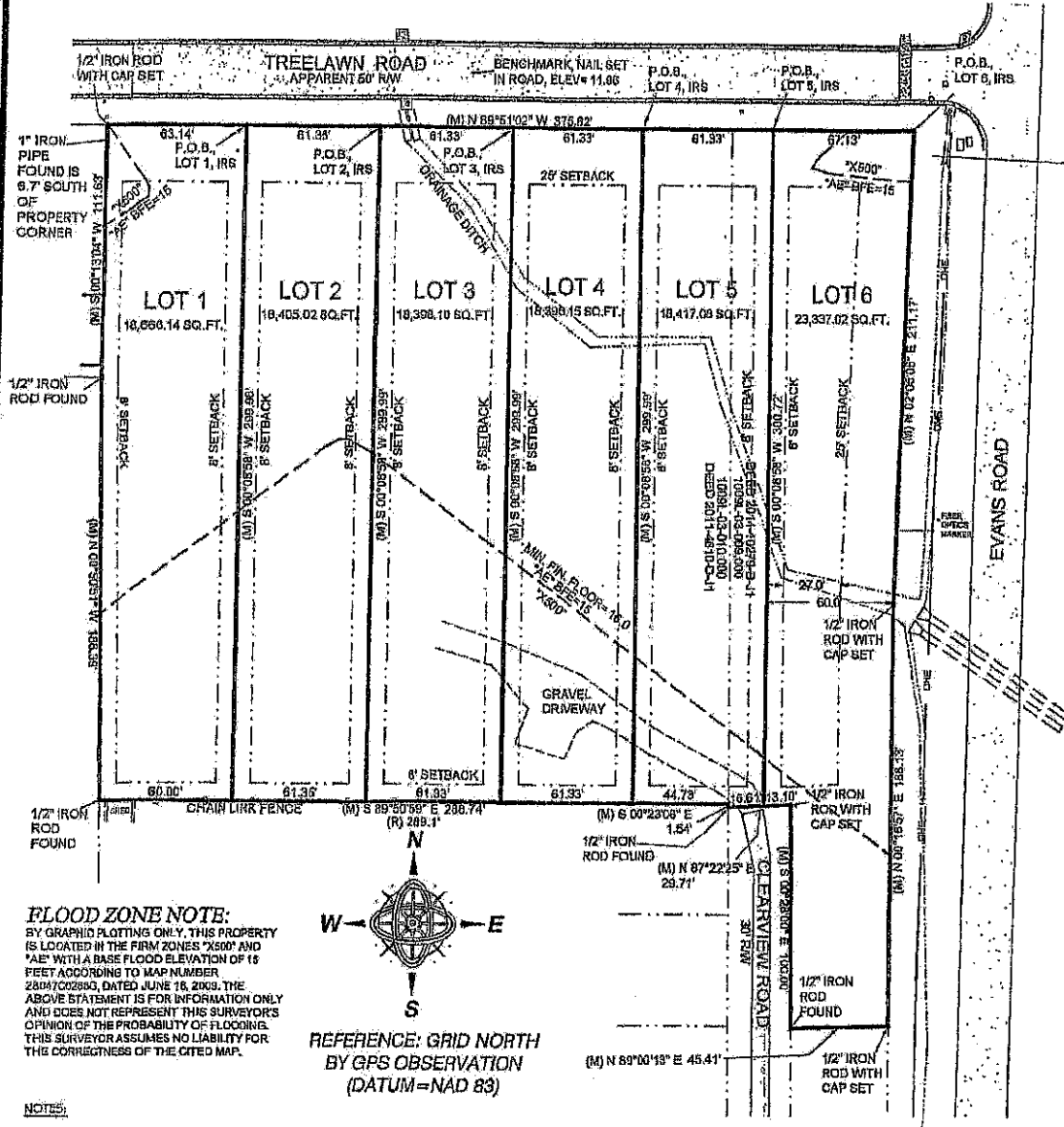
PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

SHEET 1 OF 5

A RESUBDIVISION OF A TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NOS. 1009L-03-009.000 AND 1009L-03-010.000, ADDRESS- 8912 CLEARVIEW ROAD



FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "A2" WITH A BASE FLOOD ELEVATION OF 16 FEET ACCORDING TO MAP NUMBER 28047002850, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

- NOTES:**
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON Hiper VR GPS RECEIVER.
 - 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL CUDLEY, INC. RTN NETWORK, AND ARE BASED ON SPK (2001 NGD).
 - 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-827-6477.
 - 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND CRITERIA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

- REFERENCE MATERIALS:**
- 1.) GULFPORT ONLINE ATLAS
 - 2.) HARRISON COUNTY TAX MAPS
 - 3.) DEED/PLAT NO. 2023-22425-D-1
 - 3.) DEED/PLAT NO. 2023-23504-D-1

MINIMUM BUILDING SETBACKS:
THIS PARCEL OF LAND IS LOCATED IN R-1-7.5, SINGLE FAMILY RESIDENTIAL DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICIPAL CODE FOR SETBACKS AND OTHER CRITERIA.

- LEGEND:**
- 1" IRON ROD FOUND
 - 1/2" IRON ROD FOUND
 - 1/4" IRON ROD FOUND
 - 1/8" IRON ROD FOUND
 - 1/16" IRON ROD FOUND
 - 1/32" IRON ROD FOUND
 - 1/64" IRON ROD FOUND
 - 1/128" IRON ROD FOUND
 - 1/256" IRON ROD FOUND
 - 1/512" IRON ROD FOUND
 - 1/1024" IRON ROD FOUND
 - 1/2048" IRON ROD FOUND
 - 1/4096" IRON ROD FOUND
 - 1/8192" IRON ROD FOUND
 - 1/16384" IRON ROD FOUND
 - 1/32768" IRON ROD FOUND
 - 1/65536" IRON ROD FOUND
 - 1/131072" IRON ROD FOUND
 - 1/262144" IRON ROD FOUND
 - 1/524288" IRON ROD FOUND
 - 1/1048576" IRON ROD FOUND
 - 1/2097152" IRON ROD FOUND
 - 1/4194304" IRON ROD FOUND
 - 1/8388608" IRON ROD FOUND
 - 1/16777216" IRON ROD FOUND
 - 1/33554432" IRON ROD FOUND
 - 1/67108864" IRON ROD FOUND
 - 1/134217728" IRON ROD FOUND
 - 1/268435456" IRON ROD FOUND
 - 1/536870912" IRON ROD FOUND
 - 1/1073741824" IRON ROD FOUND
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 - 1/4294967296" IRON ROD FOUND
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 - 1/17179869184" IRON ROD FOUND
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 - 1/1099511627776" IRON ROD FOUND
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 - 1/4398046511104" IRON ROD FOUND
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A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD

1009L-03-010.000 RECORD DESCRIPTION, 2022-33304-D-J1

That certain 1.99 acre parcel of land and property situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi; thence westerly a distance of 850.0 feet, more or less, to the extension of the West line of Clearview Road; thence northerly along the extension of and the West line of Clearview Road a distance of 350.0 feet to the POINT OF BEGINNING; thence northerly along the West line of Clearview Road a distance of 300.0 feet to the point of intersection of the South line of Treelawn Road; thence westerly along the South line of Treelawn Road a distance of 289.1 feet to a point; thence southerly and parallel to the West line of Clearview Road a distance of 300.0 feet to a point; thence easterly and parallel to the South line of Treelawn Road a distance of 289.1 feet to the point of beginning; and being the same parcel conveyed to Paula Margaret Cussen Brady by Warranty Deed dated June 21, 1988, recorded in Deed Book 612 at pages 409-410.

1009L-03-009.000 RECORD DESCRIPTION, 2022-32425-D-J1

A parcel of land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, with the Westerly margin of Lorraine Road; thence run North 00 degrees 13 minutes 02 seconds East 80.0 feet along the Westerly margin of Lorraine Road to the Northerly margin of Hillcrest Road; thence run South 89 degrees 43 minutes 14 seconds West 329.47 feet along the Northerly margin of Hillcrest Road to the Westerly margin of Evans Road and the Point of Beginning; thence from said Point of Beginning, South 89 degrees 52 minutes 02 seconds West 154.63 feet along the Northerly margin of Hillcrest Road; thence run North 00 degrees 38 minutes 32 seconds West 204.45 feet; thence run South 88 degrees 42 minutes 15 seconds West 150.00 feet; thence run North 00 degrees 38 minutes 05 seconds West 100.0 feet; thence run South 87 degrees 15 minutes 27 seconds West 29.69 feet; thence run North 00 degrees 38 minutes 05 seconds West 301.54 feet to the Southerly margin of Treelawn Road; thence run North 89 degrees 55 minutes 47 seconds East 335.94 feet along the Southerly margin of Treelawn Road to the Westerly margin of Evans Road; thence run South 00 degrees 29 minutes 13 seconds East 601.21 feet along the Westerly margin of Evans Road to the Point of Beginning. Parcel contains approximately 3.72 acres, more or less.

LESS AND EXCEPT

Begin at a point that is 49.213 feet Westerly of and perpendicular to the centerline of the relocation of Emblence Road at State 1 + 125 as shown on the plans for State Project No. 94-9371-00-004-10; from said Point of Beginning run thence North 01 degrees 57 minutes East, a distance of 211.168 feet to the present Southern right-of-way of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of said Treelawn Road, a distance of 200.538 feet; thence run South 09 degrees 25 minutes West, a distance of 130.328 feet; thence run Southwest along the circumference of a circle to the left having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of south 05 degrees 41 minutes West, for a distance of 385.151 feet; thence run South 10 degrees 41 minutes West, a distance of 61.348 feet to a point that is 52.493 feet Northerly of the centerline of the relocation of Hillcrest Road at Station 0 + 987; thence then South 00 degrees 1 minutes West, a distance of 29.298 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 50 minutes West along the present Northern right-of-way line of Hillcrest Road, a distance of 29.820 feet to a Western line of Defendants property; thence run North 00 degrees 39 minutes West along said Westerly property line, a distance of 204.449 feet to a Southern line of Defendants property; thence run South 80 degrees 42 minutes West along the said Southern property line, a distance of 104.598 feet; thence run North 00 degrees 02 minutes East, a distance of 180.130 feet to the Point of Beginning, containing 1.795 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and

LESS AND EXCEPT

Begin at a point of that is 98.425 Westerly of the centerline of survey of State Project No. 94-9371-00-004-10 at Station 5 + 420; from said Point of Beginning; run thence Northeasterly along the circumference of a circle to the right having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of North 05 degrees 41 minutes East, for a distance of 385.151 feet; thence run North 09 degrees 23 minutes East along a line that is parallel with and 98.425 feet Northwesterly of the centerline of survey of said project, a distance of 130.320 feet to the present Southern right-of-way line of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of Treelawn Road, a distance of 40.704 feet to the present Western right-of-way of Evans Road; thence run South 00 degrees 29 minutes East along the present Western right-of-way line of Evans Road, a distance of 601.211 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 53 minutes West along the present Northern right-of-way line of Hillcrest Road, a distance of 124.859 feet; thence run North 00 degrees 14 minutes East, a distance of 29.298 feet; thence run North 10 degrees 44 minutes East, a distance of 61.348 feet to the point of beginning, containing 1.269 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILLOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: GAC
JOB NUMBER: 16276.dwg

SHEET 3 OF 5

A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD

LEGAL DESCRIPTIONS OF LOTS
CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: LOT 1

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 312.47' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 63.14' TO AN IRON ROD SET; THENCE S00°13'04"W 111.63' TO AN IRON ROD FOUND; THENCE S00°50'51"E 188.39' TO AN IRON ROD FOUND; THENCE S89°50'59"E 80.00'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,868.14 SQUARE FEET.

LEGAL DESCRIPTION: LOT 2

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 251.12' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.35' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.35'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,408.02 SQUARE FEET.

LEGAL DESCRIPTION: LOT 3

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 189.79' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.33'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,398.10 SQUARE FEET.

LEGAL DESCRIPTION: LOT 4

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 128.46' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.33'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,398.15 SQUARE FEET.

LEGAL DESCRIPTION: LOT 5

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 67.13' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 44.73'; THENCE S00°23'08"E 1.54' TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF CLEARVIEW ROAD; THENCE ALONG THE NORTH MARGIN OF CLEARVIEW ROAD, N87°22'25"E 16.61'; THENCE N00°08'58"E 300.72' TO THE POINT OF BEGINNING, CONTAINING 18,417.03 SQUARE FEET.

LEGAL DESCRIPTION: LOT 6

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 67.13'; THENCE S00°08'58"W 300.72' TO THE NORTH MARGIN OF CLEARVIEW ROAD; THENCE ALONG THE NORTH MARGIN OF CLEARVIEW ROAD, N87°22'25"E 13.10'; THENCE ALONG THE EAST MARGIN OF CLEARVIEW ROAD, S00°28'00"E 100.00' TO AN IRON ROD FOUND; THENCE N89°00'13"E 45.41' TO AN IRON ROD SET ON THE WEST MARGIN OF EVANS ROAD; THENCE ALONG SAID WEST MARGIN OF EVANS ROAD, N00°16'57"E 188.13' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID WEST MARGIN OF EVANS ROAD, N02°09'05"E 211.17' TO THE POINT OF BEGINNING, CONTAINING 23,397.02 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: CARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

SHEET 4 OF 5

009

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 TAX PARCEL # 10091-03-009.000 AND 10091-03-010.000, LOCATED IN THE CITY OF GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF TREELAWN ROAD AND ON THE WEST SIDE OF EVANS ROAD. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

10091-03-009.000 AND 10091-03-010.000, THE CASE FILE NUMBER IS _____

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT GARLON PEMBERTON IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 27 DAY OF Apr., 2022.



GARLON PEMBERTON

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.

DATED AND APPROVED BY:

GARLON PEMBERTON

THIS _____ DAY OF _____, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED GARLON PEMBERTON WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.

WITNESS MY SIGNATURE AND SEAL THIS 26th DAY OF APRIL, 2022.

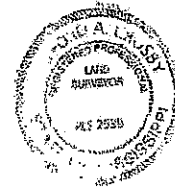

CLIFFORD A. CROSBY, MS PLS 2539

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE _____ DAY OF _____, 2022.

BY: KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: DREG HOLMES
THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR



CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2022.

ATTEST:

BRITTANY RODGERS
THE CITY OF GULFPORT'S CLERK OF COUNCIL

R.D. "RUSTY" WALKER, IV
THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 2022.

BILLY HEWES
THE CITY OF GULFPORT'S MAYOR

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

SHEET 5 OF 5

RE: Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, Tree Lawn St, Zoned R-1-7.5 (Single-family), Ward 4 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, June 23, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, June 23, 2022**. 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.

Site

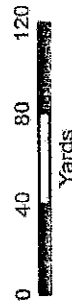
☐ Adjacent Properties

 US or State Highway

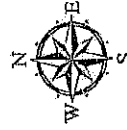
✓ Street

Buildings

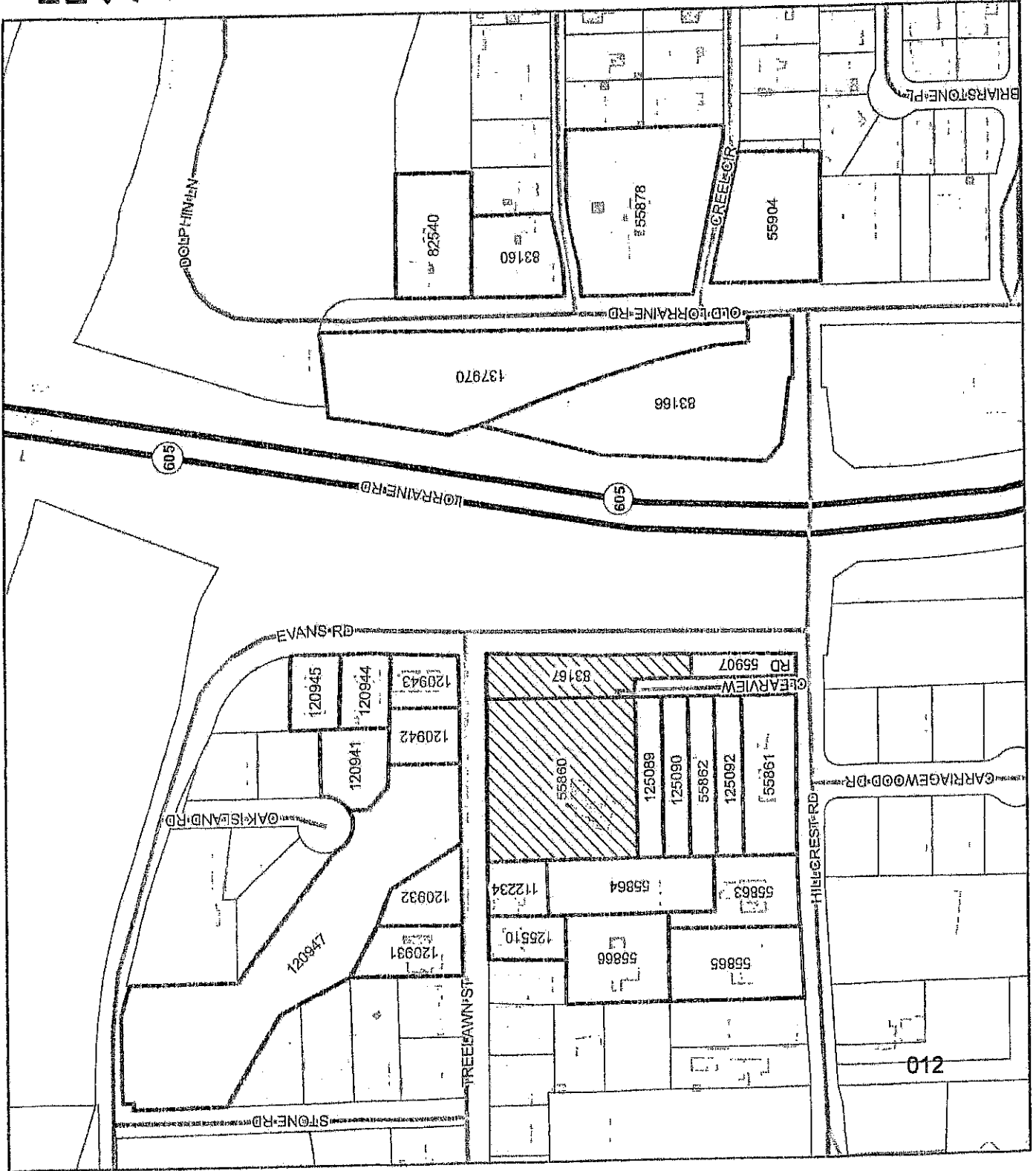
Water Features



1 inch = 250 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 or 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.



Residents of Oak Island Subdivision Cover Letter
Gulfport, MS 39503

June 23, 2022

Gulfport Planning Commission
1410 24th Avenue
Gulfport, MS 39501

Dear Planning Commission members:

As the very entity that exists to ensure that Gulfport matures in a safe, efficient, and attractive manner, we, the residents of Oak Island subdivision, are submitting the following to express our strong opposition to the proposed subdivision of property at the corner of Evans Road and Treelawn Street in Gulfport. The project in question proposes to divide two (2) pieces of property into six (6) small lots for residential development. We love and appreciate the quality and character of our neighborhood, and feel that this development will adversely impact the beauty of our beloved Oak Island.

First and foremost, we have signed a letter stating our belief that the integrity of Oak Island will be degraded by the six much smaller lots *at the very entrance* to our neighborhood. Homes built on them will not be in keeping with the scale, character, or appearance of the rest of the homes on Treelawn Street, or in Oak Island in general. The proposed six lots are approximately 60 feet wide facing Treelawn Street (five at 61.33' and one at 67.33'), which is drastically smaller than the 90' to 110' lots in the established subdivision. As you are well aware, this substantial difference in lot size changes the type, size, and character of homes that may be constructed. We have grave concerns that much smaller lots/homes will significantly devalue homeowners' properties in Oak Island.

ACTION REQUESTED: Require the developer to increase lot size to a minimum of 90 feet, consistent with the current subdivision.

Second, drainage is a serious issue. Included are drainage maps, as well as recent pictures of flooding and standing water on the exact location of the proposed six new homes. Multiple engineers have indicated this property as 6-8' below the centerline of Treelawn Street, which will require significant fill dirt. Where will all that water go?

ACTION REQUESTED: Require developer to provide a drainage proposal, grading study, wetlands mitigation plan, and to resolve drainage issues before construction of new homes begins.

Finally, Oak Island was developed as an underground utility subdivision, and there was no provision to serve these new six lots in that plan. As you are aware, there are certain fees incurred by developers to ensure all utilities are provided for before lots are sold.

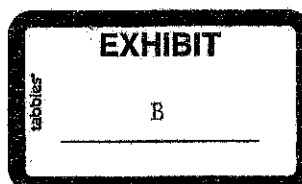
ACTION REQUESTED: Require developer to provide underground utilities, consistent with Oak Island subdivision before developing these properties.

The character of our neighborhood is integral to who we are. The addition of six glaringly smaller homes on one block of already flood-prone Oak Island is clearly inconsistent and incompatible with the existing neighborhood.

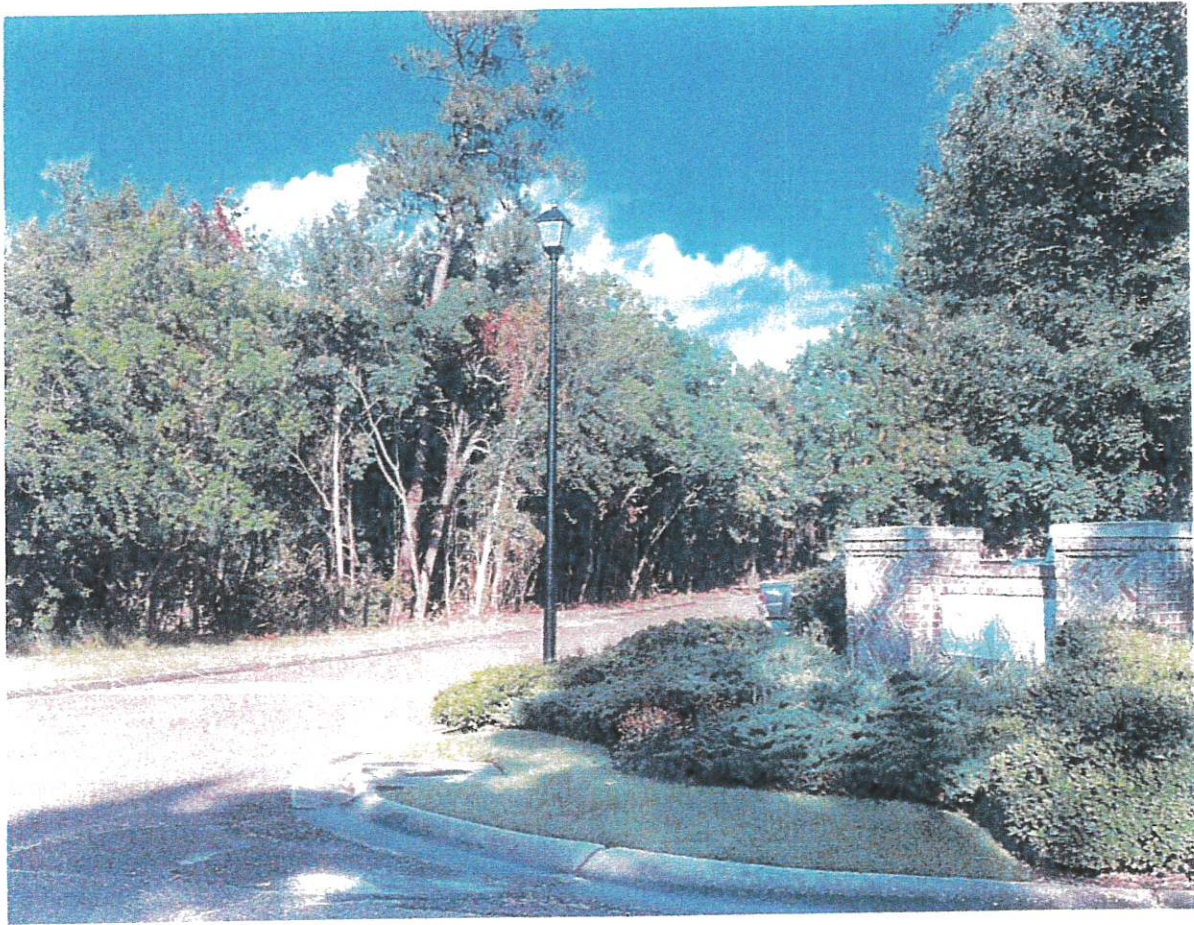
We appreciate your consideration of our concerns.

Sincerely,

Residents of Oak Island



Proposed Lots are inside the Oak Island subdivision footprint and inside the entrance sign





June 20, 2022

To: Gulfport Planning Commission

Attn: Commission President

Cc: Giff Ormes, file

**RE: Subdivision of Property at the intersection of Evans Road and Treelawn Street
Parcel 1009L-03-010.000**

Members of the Planning Commission,

I am a licensed professional engineer in the State of Mississippi, and president of the Biloxi, Mississippi engineering firm, Overstreet and Associates PLLC, and am aware of the matters referenced above. This matter involves, in part, subdivision of 1 residential lot without an appropriate drainage plan in place and executed prior to the subdivide of the lots. If subdivided there will be six lots.

Homeowners are concerned there could be flooding to the surrounding properties if improvements are made to the property. Currently water drains across the property and into the bayou, which is tidally influenced. Visual inspection of the property shows signs of possible wetlands.

Based on discussions with a homeowner and visual inspection, a grading & drainage plan and wetland delineation of the property is recommended before any subdivision of property is approval.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Overstreet & Associates, PLLC



F. JASON OVERSTREET, PE

President
Overstreet & Associates, PLLC
228-967-7137
1026 Stanton Rd, Suite B
Daphne, AL 36526

June 23, 2022

Planning Commission Members:

This letter is in reference to the proposed subdivision of property at the corner of Evans Rd and Treelawn Street in Gulfport (Case # 2206PC103). The development in question proposes to divide 2 pieces of property into 6 smaller lots for development. We have several areas of concern or objection we would ask this board to carefully consider before you consider a vote on this request. The below are a few of those concerns or objections:

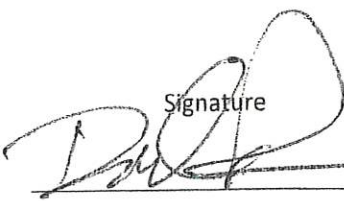
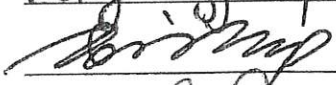
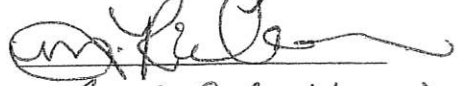
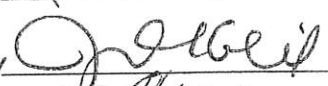
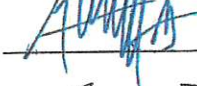
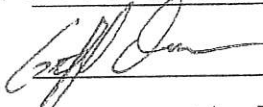
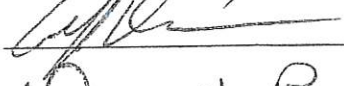
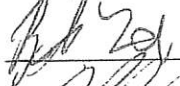
1. The proposed subdivision is not compatible with the surrounding subdivision and properties. The proposed 6 lots are approximately 60 feet wide facing Treelawn Street (5 at 61.33 feet and 1 at 67.33 feet) These properties would be at the entrance to Oak Island subdivision where the lots on Treelawn street average between 90' to 110' and not 60 feet. The proposed subdivision is requesting only a 60' lots on Treelawn and is not consistent with development already approved by the City. Such is a substantial difference and changes the type home that may be built on the lots. We have grave concerns that this will limit the type of house that can be built on these properties and will significantly devalue Gulfport citizens' properties in Oak Island subdivision. At a minimum it will significantly change the character of the neighborhood. If the current property owner desires to develop this property he should be required to make the lots consistent with the adjoining lots already approved by the City, with minimum frontage of 90 to 110 feet. The City should require a more appropriate road footage/lot size of 90' to 110' consistent with the current neighborhood/subdivision. This would allow the developer 4 lots consistent with the surrounding neighborhood/subdivision.
2. Drainage is a serious issue. We are including the drainage maps so you can see that the subdivision drains across the property where the current lots are being proposed. We have seen no drainage proposal indicating how they would resolve the current drainage issues. We believe there must be a drainage study provided AND the drainage must be addressed before any subdivision is allowed to add more homes.
3. There is standing water on the property just as there is the property across the street that the city purchased because of the flow of the water out to the bayou. Has there been a wetlands mitigation plan pulled together for this property? We would also request a grading study be done on these properties to know how much fill will be required. It has been noted by multiple engineers this property is 6-8 feet below the centerline of Treelawn street which will require significant fill dirt (where will all that water go?).
4. Finally, we have seen no utility plan for said lots. The subdivision these lots are being "inserted" into was developed to be an underground utility subdivision and there was no provision to serve these lots in that plan. As you are aware there are certain fees incurred by the developers to make sure all utilities are provided for before lots are sold. We are asking that this developer provide for those underground utilities so that we do not have a pole line along the road frontage to supply utilities to these new lots. This developer should be required to provide underground utilities to match the subdivisions before he is allowed to subdivide and sell these properties.

We are simply asking this commission to make sure this development does not impact the values of our properties and the drainage of the current subdivision. We have enough drainage issues currently existing within the neighborhood. Adding 6 additional homes on smaller width lots will devalue the current

citizens' properties and can only increase the problematic drainage issues. We are also asking that whatever development is allowed on this land be consistent with the other houses in this area so as not to negatively impact the property values. We believe 60' road frontage is just not enough to build something equivalent to what is already there with 90' to 110' size lots.

We appreciate your consideration of our concerns.

Sincerely,

Name	Address	Signature
Dave & Abby Wilson	9326 Stone Rd	
Ricky & Diane Griggs	11526 Treelawn	Ricky Griggs - by Proxy
Frank & Lori	11519 Treelawn.	
Marcella & Randy Richardson	11525 Treelawn	
Jonathan & Marcie Dyal	9360 Oak Island Rd.	Jonathan Dyal Marcie Dyal
Kirsten & Sam Owen	11515 Treelawn	Kirsten Owen
Jennifer & Skipper Kelil	9361 Oak Island Rd	
Linda & Will Magee	9370 Oak Island Rd	
Andy & Jennifer Ratcliffe	11539 Treelawn St	
Hannah & Cameron Bell	11511 Treelawn St.	
	11509 Treelawn St	
Derry H. Brunt	9367 Evans Rd.	Derry H. Brunt
Stephen Broadus	9347 Evans Road	Stephen Broadus
Kelly Lee	9345 Stone Rd	
MARVIE & SONDRA SMITH	11551 Treelawn St	

Name

Address

Signature

Jared Cleary 11523 Treelawn St.

Hal Kugler 11510 Treelawn St.

Mary Ann S. 11513 Treelawn St.

Richard R. Walter 11527 Treelawn St.

Deborah Golden 11527 Treelawn St.

Denise Nant 11543 Treelawn St.

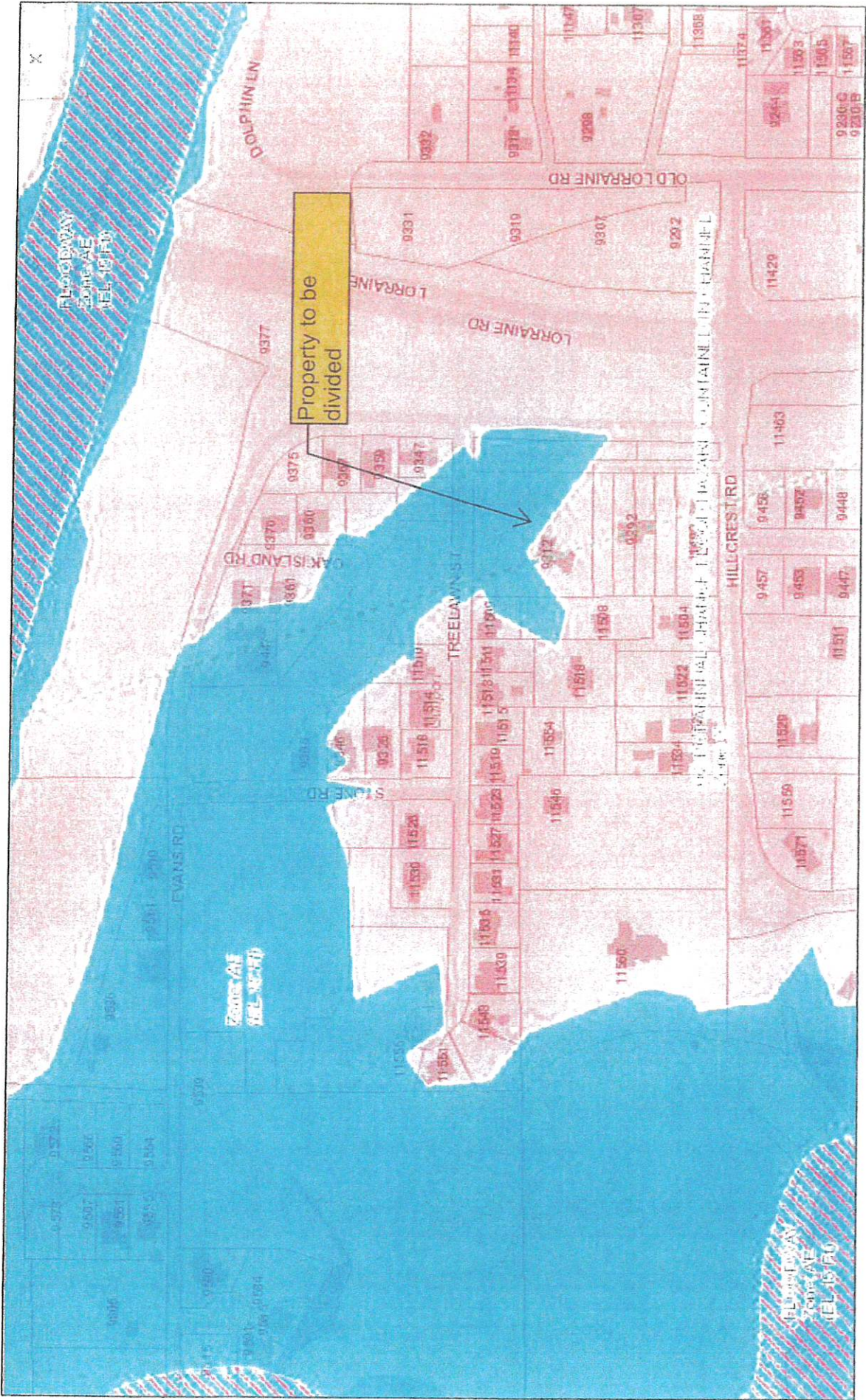
Matt Nant 11543 Treelawn St.

Michelle Kintner 11518 Treelawn St.

Wesley Kintner 11518 Treelawn St.

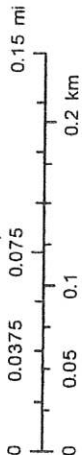
Melvin Smith 11551 Treelawn St.

City of Gulfport FEMA Flood Zones



May 4, 2022

1:4,514



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

MARIS, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Gulfport GIS



Stading Water on Property





1st Judicial District
Instrument Number 2001 7392 D
Filed 10 11 2001 11 38 A
Total Fees 8.00

Book 1558 Page 418-428 recorded 10/12/01

PROTECTIVE COVENANTS OAK ISLAND SUBDIVISION

WHEREAS, Audubon Point Venture, LLC, is the owner of certain land and property lying in Harrison County, Mississippi, and has caused the same to be subdivided into a subdivision designated as Oak Island Subdivision, herein sometimes referred to as "the subdivision," a plat of which is on file and of record in the office of the Chancery Clerk, First Judicial District of Harrison County at Gulfport, Mississippi, in Plat Book 44 at Page 3 thereof; and,

WHEREAS, said owner desires to impose certain restrictive and protective covenants upon said subdivision for the protection and benefit of the owners of lots therein,

NOW, THEREFORE, in consideration of the advantages to accrue through such restrictive and protective covenants and for other good and valuable considerations, said owner hereby covenants and agrees with all future owners of lots in the said subdivision that the following restrictive and protective covenants shall apply to the subdivision and all lots therein unless otherwise provided.

DEFINITIONS: As used in this Declaration of Protective Covenants, the following terms shall mean:

- (a) Committee or "Architectural Committee" shall mean the Oak Island Architectural Review Committee.
- (b) "Association" shall mean the Oak Island Property Owners Association, its successors and assigns. "Association" may also mean the Board of Directors of said Association, when acting in their official capacity. Every owner(s) of a lot in Oak Island Subdivision shall be a member of the Association and shall be subject to its Articles of Incorporation, By-Laws and other rules, regulations and decisions of the Association or its Board of directors.
- (c) The Declarant or "owner" or "developer" shall mean Audubon Point Venture, LLC, its successors or assigns. "Owner" shall also mean and include any record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Oak Island Subdivision,

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- (d) "Lot" or "lots" shall mean those portions of the real property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residences on any recorded map or maps of Oak Island Subdivision.
 - (e) "Subdivision" and/or "Development" shall mean Oak Island Subdivision in all phases.
 - (f) "Covenants" or "Declaration" shall mean this instrument, the conditions, restrictions and covenants set forth herein or in any amendment hereto.
1. All lots in the subdivision shall be known, described and used as residential lots and no buildings shall be erected, altered, placed or permitted to remain on any lot therein other than one (1) single-family dwelling, constructed in whole on the premises, not to exceed two stories in height, together with reasonable accessory or out-buildings (other than those constructed of metal which are prohibited); provided, however, that any such accessory or out-building shall be attractive in appearance and shall be painted immediately following its erection unless constructed of brick, glass or other material not requiring painting and shall conform in appearance and materials with the main house. No garage or separate accessory building shall be used as a residence or as living quarters. All accessory buildings must be approved the Architectural Committee hereinafter created.
 2. The term "single-family dwelling" as herein used shall mean one detached housing unit designed for occupancy by one family and shall exclude any and all commercial or charitable/non-profit enterprises, including, but not limited to, home occupations, "cottage" manufacturing, commercial endeavors, repair shops, apartments or apartment houses, multi-family residences, private or non-private nursing homes, churches and schools. Nevertheless, this paragraph shall not prohibit the use of a portion of a residential facility as a professional office or for cultural, artistic or safety instruction and/or training provided (a) such use or activity shall be on a part-time or seasonal basis only, (b) no signs advertising such use or activity shall be posted or otherwise displayed anywhere within the subdivision, (c) such use or activity does not generate unusual or excessive noise or disturb the peace and tranquility of the neighborhood, and (d) such use or activity does not result in traffic or parking congestion in the subdivision.

3. No main building or any extension or part thereof (excluding exterior air conditioning compressors) shall be erected on any lot in the subdivision nearer than twenty-five (25) feet from the front line, or nearer than twenty-five (25) feet from any side street lot line, or nearer than eight (8) feet from an interior side lot line, or nearer than twenty (20) feet from the rear lot line. The eaves of buildings located within the setback line provided in this paragraph may extend across setback lines, but shall not extend across any lot lines. Fences and gates may be extended from the front corner of the house to the side property line provided they shall be of an attractive design in keeping with the residence structure and as an extension of the exterior façade thereof. Accessory buildings, when detached from the main buildings, shall be set behind the rear line of the main building on said lot; and such accessory building(s) shall not be located nearer than eight (8) feet to the side lot line nor nearer than twenty (20) feet to the rear lot line.
4. All single-family dwellings constructed shall include a carport or garage accommodating not less than two automobiles. No carport may open on the front of the dwelling, nor be readily visible from the street. Garages and carports shall be of a design and shall be constructed of materials which are in architectural harmony with the main structure, and the plans and specifications for a garage or carport shall be submitted for review and approval by the Architectural Committee. Garages, carports and/or off street parking areas must be connected to the street by an approved hard surface driveway constructed during the construction of the dwelling.
5. No single-family dwelling shall be constructed containing less than 2,100 square feet of heated living area. To determine heated living area, porches (other than glass-enclosed), garages, carports and storage areas shall not be included.
6. Before any residence, garage, carport, out-building, wall or other structure or exterior addition to, change in, or alteration of any such structure shall be commenced, erected, placed, maintained or permitted to remain upon any lot or property subject to these covenants, complete, final building plans and specifications sufficient to secure a building permit from the City of Gulfport (including, without limitation, a plot plan showing the location of such improvement) shall have been submitted to and approved in writing, as to conformity and harmony of external design with existing structures and as to location of the building with respect to topography and finished ground elevation, by the Architectural Committee hereinafter created. Two complete sets of such plans and specifications shall be furnished to the committee, one copy of which shall be retained by the committee for its records, along with the completed

Architectural Review Committee Application. This application shall include the following information.

- (a) Nature, kind and shape of the structure
- (b) Floor plan
- (c) Finishes of all exterior surfaces, including roof covering
- (d) Exact location of lot(s)
- (e) Front, side, and rear elevations
- (f) Location of drives and parking areas
- (g) Name of builder and/or contractor
- (h) Landscape plan

Construction must commence within one year of approval by the Committee. Otherwise, the plans must be re-submitted for approval by the Committee as if no approval had ever been given.

7. In building or causing to be built a residential structure on any lot in the subdivision, the owner and/or builder shall avoid to every extent possible the substantial duplication of the exterior elevation or design of any other existing or approved residential structure within five hundred (500) feet of the lot. The Committee, at its sole discretion, shall determine whether an existing elevation is being duplicated.
8. No swimming pool shall be erected, placed, altered or remain on any lot in the subdivision until the plans and specifications shall have been approved by the Committee. Pools of the type intended or able to be installed above ground are strictly forbidden and shall not be placed on any lot in the subdivision. Swimming pools must be constructed, equipped, and fenced in accordance with the requirements, standards and recommendations of the City of Gulfport, and it shall be the responsibility of the lot owner to comply.
9. The purchaser and/or subsequent owner of each lot in said subdivision shall construct and keep in repair at his expense a sidewalk four (4) feet in width along the entire portion of the street or streets on which the lot abuts. This sidewalk shall be constructed within three and one-half (3½) years after purchase or when the residence is built on the lot, whichever event occurs first. The edge of said sidewalk nearest to the curb of the street along which said sidewalk is constructed shall be located two and one-half (2½) feet from the back of the curb, unless it is necessary to curve said sidewalk away from the curb and around a fire hydrant, street sign, tree or other impediment, in which case the sidewalk shall be curved smoothly, uniformly and attractively away from the curb and around said

impediment so that it will not be a hazard to the person using the sidewalk. The sidewalk must be uniform with the existing curb grade, poured at four (4) foot increments, and shall be of broom finish concrete, continuous to and matching as closely as possible the sidewalk adjoining it. Curbs shall not be modified by addition of paving; however, curb may be replaced by a paved apron to driveway, provided the curb drainage and contour are left undisturbed.

10. No structure of a temporary nature (such as a tent) shall be permitted to be placed or to remain on any lot in the subdivision at any time, nor shall any motor home, house trailer or any other movable living quarters be parked or otherwise located on any lot at any time unless the same be stored in an approved enclosed garage or out-building. Likewise, no boat shall be permitted on any lot in the subdivision unless stored in an approved covered area or enclosed storage facility or screened from public view.
11. Barnyard animals, exotic animals and pit bull dogs (American Pit Bull Terrier or Staffordshire Terrier) are specifically prohibited. Cats and dogs (other than those set forth above) and such animals commonly recognized as domestic household pets are permitted provided that they are not kept or maintained for commercial purposes. Any pens or other structures erected to house or maintain the domestic pets allowed herein shall be approved by the Committee and at a minimum shall be screened from public view.
12. No antenna, satellite dish, or other device for television or radio reception shall be permitted to be placed, installed, erected or remain on any lot or easement within the subdivision, unless screened from view and must be specifically approved by the Architectural Committee on a case by case basis.
13. No fence shall be permitted to be erected or remain which shall extend into the front yard of any lot closer than the front of the residence structure on the lot. All fences must be constructed of brick, wood or other material in keeping with the residence exterior and must be approved by the Architectural Committee. No chain-link or wire fences shall be permitted. All fences shall be maintained in a neat and attractive manner by the owner of the lot on which the fence is located, regardless of whether the fence was constructed by the developer or lot owner. A fence may be constructed which encroaches upon a utility easement, but such fence shall be built entirely at the risk of the lot owner. In the event that the owner of the easement shall destroy, remove, or damage said fence, the lot owner will have to bear the loss of the fence with no recourse upon the developer, the City of Gulfport or the Property Owners Association.

14. No sign of any kind shall be placed or displayed on any lot in the Subdivision which shall be visible from the street or from any other lot except one (1) sign of not more than six (6) square feet in surface area without artificial illumination advertising the property for sale or rent, and one or more signs of reasonable size and tasteful design used by the builder or developer to advertise the property during the initial construction and sales periods.
15. Each lot in the Subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by the Architectural Committee. Any boxes provided by the builder or developer shall be considered as an improvement and must remain with the lot.
16. Lot owners shall maintain the appearance of their property in neat, clean, and litter-free condition, including, without limitation, maintenance of grass, trees and shrubbery, and, in the same manner, shall landscape and maintain any easements and utility boxes located on their lot(s).
17. Only trees with a trunk size smaller than eight (8) inches in diameter may be removed except as shall be necessary for the proper location of residential structures on lots and for related purposes; provided, however, any dead or diseased tree may be removed without regard to size or kind, and the owner/developer may remove trees as necessary for the construction of street and other subdivision site improvements. Waiver of the restrictions of this provision may be granted by the Committee.
18. The use of privies, septic tanks and cesspools for the disposal of sewage is prohibited. No activities shall be permitted on or within the subdivision which discharge or threaten to discharge pollutants into adjacent lands and/or waters or noxious odors into the air.
19. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the official recorded subdivision plat. All utilities installed within the subdivision are to be underground.
20. No lot in the subdivision shall be used for, or contain more than one, single dwelling. No lot may be split to provide two or more building sites. In the event any person shall purchase and own two or more adjacent lots and shall desire to construct a single dwelling on these lots as a single building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. A lot situated between two lots may be split between adjacent lot owners with the same effect; however, such a division will

not create an additional separate building site for either of the two owners splitting the lot.

21. No trash, rubbish, garbage or other waste shall be dumped or placed on any lot within the subdivision, nor shall any wrecked, junked motor vehicle, or any immobile vehicle of any kind be stored or permitted to remain on any lot, street driveway or easement within the subdivision. Vehicles parked in the subdivision streets must have vehicle registration tags which are current. No commercial vehicles, other than pick-up trucks, may be parked within the subdivision overnight. The repair or renovation of vehicles (either mechanical or body work) shall not be permitted within the subdivision except in an approved garage.
22. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done anywhere within the subdivision which may be or become an annoyance or nuisance to the neighborhood. Although flood lights, bells, music, pets and various sports, social and avocational activities are not specifically prohibited; the same shall be done with restraint and during reasonable hours so as to avoid either being or becoming a nuisance or a threat to the enjoyment of neighboring properties.
23. Each owner of a lot in Oak Island Subdivision shall receive one vote in the Oak Island Property Owners Association ("the Association") for each lot purchased.
24. After at least twenty-six (26) lots have been sold by the Developer, the owners shall annually elect a Board of Directors of the Association, consisting of three owners elected by a majority of the owners, who shall serve until their successors are elected. The Board of Directors may be the same as the Committee. It shall meet from time to time as necessary and shall conduct the business of the Association without compensation. Actions by the Board of Directors shall be final unless the Association members determine otherwise by a majority vote. The owners may alter the powers of the Board of Directors or remove and replace any member of the Board by a majority vote.
25. Each owner -- whether or not it shall be expressed in his deed -- is deemed to covenant and agrees to pay to the Association quarterly assessments on a per lot basis as hereinafter provided. The assessments, together with interest at the legal rate, costs, and reasonable attorney's fees in the event an attorney is required to collect the assessment, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment shall be the obligation of the owner of such lot at the time the assessments become due. The personal obligation for delinquent assessments shall not pass to

the owner's successors in title unless it is expressly assumed, but the passing of title shall not affect the validity of the lien upon the lot.

The owner of each lot in Oak Island Subdivision shall quarterly pay an assessment for the purpose of supporting the Oak Island Property Owners Association. The amount of the quarterly charge at the time of recording these covenants is hereby fixed at Thirty Dollars (\$30.00) per quarter per lot. The assessments shall be due in January, April, July and October of each year on the first of the month beginning after twenty-six (26) lots have been sold in the Subdivision. At this time, the Association will assume the responsibilities under these covenants. The amount of the assessments may be changed from time to time by the Oak Island Property Owners Association. In addition, special assessments may be levied by the Association as it sees fit. The assessments may be used for any purpose at the sole discretion of the Association and shall be for the benefit of the aforementioned lot owners, which purposes, among others, may include, but not be limited to, the upkeep of the entrance ways, public rights of way, adjoining natural areas, and insect control.

Until twenty-six (26) lots are sold, the Owner/Declarant, Audubon Point Venture, LLC, shall continue to maintain the common areas at its expense and shall not be obligated to contribute to the Association until the Association assumes responsibility for maintaining the common areas. Thereafter, the Association shall assume responsibility for its maintenance, and the Declarant shall begin paying its annual assessments to the Association for all lots owned by the Declarant at that time.

The Association shall have the responsibility of maintaining the common areas, adjoining natural areas, entrance lighting, any lighting in the common areas, and irrigation systems in the common areas. The Association shall also be responsible for utility costs associated with operating these improvements. In addition, the Association shall be responsible for the replacement of all signs in the subdivision.

Subordination of the lien to Mortgages and Deeds of Trust: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on the property. The sale or transfer of any lot, however, pursuant to a mortgage or deed of trust foreclosure or the delivery of any deed in lieu thereof shall only extinguish the lien created by assessments prior to such sale or transfer, and no such sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due or from the lien thereof.

26. All restrictive covenants appearing herein, as well as those which may appear in instruments of conveyance of lots in the subdivision, shall be construed together; but if, by either judgment or decree, any one or more of the same shall be held or declared to be unconstitutional, invalid, or unenforceable for any reason whatsoever, none of the other such provisions shall be affected or impaired thereby, but shall remain in full force and effect.
27. If any owner of any lots within the subdivision, or his/her/their heirs, assigns, or successors shall breach or violate or shall attempt to breach or violate any covenant or any mandatory or prohibitory provision hereof or of any amendment hereto, the Association or the owner of any lot(s), acting individually or in concert with other owners, may institute a proceeding at law or in equity against such person or persons either to enjoin him/her/them or to recover damages occasioned by such breach or violation(s) or both. In the event a court of competent jurisdiction shall determine that an owner shall have breached or violated or shall have attempted to breach or violate any of the covenants or provisions hereof, the owner causing such breach or violation or permitting such breach or violation shall pay all attorney's fees, court costs, and other expenses allowed and assigned by the Court which shall become a lien upon the lot(s) upon which the breach/violation shall have occurred and the improvements thereon. All terms and provisions hereof may be enforced by a decree, judgment or order for specific performance, as the case may be.
28. The Architectural Review Committee shall be composed of three members who shall serve without term. The committee shall be vested with the power and authority herein set forth and stated. The initial members of the committee shall be selected and appointed by Audubon Point Venture, LLC, the owner of the property from and upon which the subdivision is created and the declarant of these covenants. Thereafter, upon the death, resignation or failure of a member to perform his or her duties the remaining member or members shall appoint a replacement or successor member or members. In the event that all three members of the committee shall die, resign or fail to act without having named successor or replacement members, the owner/declarant, Audubon Point Venture, LLC, shall appoint three successor members, unless at that time, all of the lots in the subdivision shall have been sold by the owner/declarant, in which case a committee consisting of three members shall be elected by a majority vote of the then owners of the lots, the owners being entitled to one vote for each lot owned.

Replacement or successor committee members shall serve for the same term and with the same authority as if originally appointed. Members of the committee shall not be entitled to any compensation for services performed by them

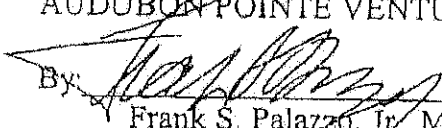
pursuant to these covenants; however, the Committee may require an owner submitting plans for improvements to pay the reasonable fee of an architect or other qualified professional to review such plans and advise the Committee as to their suitability. The committee is established for the mutual benefit of all owners of property in Oak Island Subdivision for the purpose of maintaining integrity in construction and to promote the natural beauty of Oak Island Subdivision. Therefore, all owners of lots, contractors and the developer in Oak Island Subdivision hereby specifically agree to release or hold harmless the Architectural Committee from any liability, individually or collectively, from its actions in approving or disapproving plans submitted to it or the performance of its duties as committee persons as contemplated by these covenants.

The committee shall establish its own rules or procedures which may be altered or amended from time to time by a majority vote of its members. Nevertheless, the vote of a majority of the committee shall be conclusive with respect to plans, specifications and plot plans submitted to the committee as required by these covenants; and, within twenty (20) days after proper submission of plans, specifications and plot plan, the committee shall fail to render its decision as herein provided the said plans, specifications and plot plan shall be deemed to be approved.

29. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-five (25) years from the date of recordation, at the expiration of which time these covenants shall automatically extend for successive periods of ten (10) years unless, before such extension, eighty percent (80%) of the owners of lots within the subdivision shall change or abolish the covenants by written instrument, recorded in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District. These covenants may be amended at any time upon the written consent of at least eighty percent (80%) of the owners of lots in the subdivision exclusive of mortgage holders/beneficiaries and trustees.

WITNESS the signature of the duly authorized officer of said company, effective this the 11th day of October, 2001.

AUDUBON POINTE VENTURE, LLC

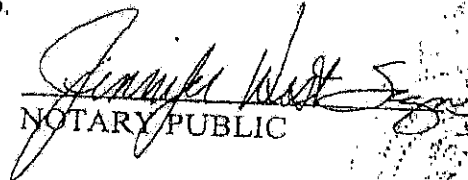
By: 

Frank S. Palazzo, Jr., Manager

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of October, 2001, within my jurisdiction, the within named Frank S. Palazzo, Jr., who acknowledged that he is the Manager of Audubon Pointe Venture, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES APRIL 29, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

INSTRUMENT PREPARED BY:

Balch & Bingham LLP, P.O. Box 130, Gulfport,
MS 39502; (228) 864-9900

INDEXING INSTRUCTIONS:

All Lots in Oak Island Subdivision, 1st J.D., Harrison
County, Mississippi

Sheet 1 of 2

HARRISON COUNTY DEVELOPMENT COMM.
(10081-03-001,000)

SCALE 1' = 10'

LEGEND

8' SETBACK DENOTES BUILDING SIDE ON FR UTILITY

MISS. DEPT. OF TRANSPORTATION
(MOOT RIGHT-OF-WAY)

ALBUQUERQUE PC JT VENTU
(100HL-02-1 17,000)

FEDERAL ENERGY MANAGEMENT AGENCY
FLOOD MAP
COMMUNITY PANEL NUMBER
285253 0002 C
MAP REVISED JULY 4, 1988

Ship 7 South, Range 10 West and
First Judicial District of Harrison

Range 11 West and
Evans Road 157.81 feet to the
ence run South 72 degrees 34
said acquisition line run South 00
ence run North 89 degrees 43
North 00 Degrees 21 Minutes 40
acquisition line South 72 degrees
line of the Harrison County
Road to a non-tangent curve to

LEGAL DESCRIPTION

A parcel of land situated and being located in the Southwest one-quarter of the Northwest one-quarter of Section 19 T. 106 N. R. 22 E. 100 W.

(A) Principles of acceptability.

- (1) *Conformance to master plan.* In general, the subdivision shall conform to the master plan for the city and to the zoning ordinance, and other applicable ordinances or regulations. If a suggested plan for the neighborhood in which the land to be subdivided is located has been made by the planning commission, the layout of the subdivision shall be in general conformance thereto.
- (2) *Provision for future subdivision.* If a tract is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged to allow the opening of future streets and logical further subdivision.
- (3) *Land subject to flooding.* Land subject to periodic flooding and land deemed by the planning commission to be uninhabitable shall not be platted for residential occupancy nor for any use that may increase danger to health, life or property or aggravate the flood hazard, but such land within the tract to be subdivided shall be set aside for such uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory or insanitary or unhealthful living conditions. If the land to be subdivided is located in an area having poor drainage or other physical impairment, the planning commission may approve the subdivision, provided the subdivider agrees to make such improvements as are necessary to render the area substantially safe for residential use, or, in lieu of the improvements, shall furnish a surety bond or a certified check covering the cost of the required improvements, as provided herein.
- (4) *Natural features.* Natural scenic features of the land, such as bayous, shall be considered to be community assets, and the design of the subdivision shall protect and utilize such natural scenic features.
- (5) *Trees.* Because of their value in soil conservation, health and community appearance, large trees shall be preserved wherever possible. Street trees placed within the public right-of-way shall not be of a low, bushy species that might obstruct vision. No trees shall be planted within twenty-five (25) feet of the intersecting property lines at a street intersection.
- (6) *Reserve strips.* There shall be no reserve strips controlling land dedicated or intended to be dedicated to street or other public use except where their control is placed in the appropriate governing body under conditions approved by the planning commission.
- (7) *Buffer park strips.* Where a residential subdivision adjoins land zoned for or used for a railroad right-of-way, an industrial area, a commercial area or other land use which would have a depreciating effect on the residential use of the land, a buffer park strip may be required by the planning commission.
- (8) *Names.* The name of the subdivision and new street names shall not duplicate nor closely approximate phonetically the name of any other subdivision or street in the county. Street names shall be subject to approval of the planning commission. In general, the use of names associated with the history and development of the city and the gulf coast is desirable.

(B) Streets.

- (1) *Street layout.* The street layout shall be devised for the most advantageous development of the entire neighborhood in which the land to be subdivided is located. Existing streets that abut the subdivision shall be continued, and the continuations shall be at least as wide as the existing streets and in alignment with them. The street layout shall also provide for the future projection into unsubdivided lands adjoining of a sufficient number of streets to provide convenient circulation.
- (2) *Major street.* Wherever a subdivision embraces a major street or thoroughfare, as shown on the plan for circulation (major street plan); component of the master plan, such major street shall be platted in the general location and of the width called for by such plan.
- (3) *Marginal access streets.* Where a subdivision has frontage on a major street or thoroughfare, as shown on the plan for circulation (major street plan), a marginal access street shall be provided adjacent to and on each side of the major street. Within the right-of-way of the marginal access street, a separation strip at least twenty (20) feet wide shall be provided. Separation strips shall be provided with screen planting to provide protection from the noise and lights of the major street traffic; screen planting shall be so placed that it does not obstruct vision at intersections.
- (4) *Collector streets.* Collector streets shall be provided to collect traffic from minor streets and feed it into major streets or to important generators of traffic, such as schools and shopping centers. In general, collector streets shall be located approximately midway between major streets or in the form of a loop or partial loop within the neighborhood.
- (5) *Minor streets.* Minor streets shall be so arranged that their use by through traffic will be discouraged. Four-way intersections of minor streets shall be avoided.
- (6) *Closed-end streets.* Closed-end streets (cul-de-sacs) shall not be longer than six hundred (600) feet and shall be provided at the closed end with a turnaround. Where the closed-end street is expected to be continued in the future into unsubdivided land, the turnaround may be a temporary one.
- (7) *Alleys.* Alleys shall be provided in the commercial and industrial districts of subdivisions; the planning commission may, however, waive this requirement where other definite and assured provision is made for service access, including off-street loading and unloading, consistent with and adequate to the uses proposed. Where necessary for safe vehicular movement, an alley right-of-way shall be increased in width or the corners cut at its intersection with a street. Closed-end alleys shall be avoided but, if unavoidable, shall be provided with an adequate turnaround, as specified for closed-end streets. In general, alleys will not be approved for residential districts of subdivisions.
- (8) *Streets at business centers.* In front of schools and in front of areas zoned or designed for commercial or industrial uses, the street width and the roadway width of a minor street, a collector street or a closed-end street shall be increased on the side on which the land for the school or for commercial or industrial use is located by at least fifteen (15) feet to insure the free flow of traffic without interference by vehicles entering or leaving parking areas. (This is not a parking space requirement and shall not affect requirement by zoning ordinance or otherwise for off-street parking facilities; neither shall fulfillment of this requirement and its acceptance by the planning commission be deemed approval or endorsement of any amendment to the zoning ordinance necessary for such commercial or industrial uses.)
- (9) *Half streets.* No new half street shall be platted. Where a tract of land to be subdivided abuts upon an existing half street, the other half of the street shall be platted.
- (10) *Intersections.* Street intersections shall be at right angles or nearly so. Where, for topographic or other reasons, an intersection cannot be at right angles, the intersection shall be so designed as to insure safety. There shall be a minimum number of intersections of minor streets with major streets. Street jogs with centerline offsets less than one hundred twenty-five (125) feet shall be avoided.
- (11) *Curvature of streets.* The minimum radius of curvature of streets on the centerline shall be:

Major street600 feet
Collector street300 feet
Minor street100 feet
Closed-end street100 feet

Between reversed curves on major streets and collector streets there shall be a tangent at least one hundred (100) feet long.

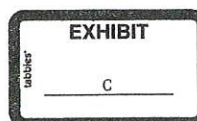
- (12) *Street grades.* Street grades shall conform in general to the terrain and shall be sufficient for adequate surface drainage.

- (13) *Right-of-way widths.* The minimum right-of-way widths for streets, alleys and crosswalkways shall be:

Major street100 feet
Except where a greater or lesser width is called for by the plan for circulation (major street plan).
Marginal access street50 feet
Collector street80 feet
Minor street50 feet
Closed-end street60 feet
(Turnaround right-of-way diameter, 100 feet)
Alley20 feet
Crosswalkway10 feet

- (14) *Roadway and sidewalk widths.* The minimum roadway widths for streets and alleys and the minimum sidewalk widths for streets and crosswalkways shall be:

Major streetAs called



for by the plan for circulation (major street plan) or otherwise determined by the governing body or agency responsible for construction

Marginal access street20 feet

Collector street36 feet

(If a divided street, two 18 foot roadways)

Minor street26 feet

Closed-end street26 feet

(Turnaround roadway diameter, 80 feet)

Alley20 feet

Collector street sidewalk5 feet

Other sidewalk4 feet

(15) *Curb radii.* Curb radii shall be not less than twenty (20) feet. Where an angle of intersection of less than sixty (60) degrees is permitted, curb radii shall be increased as necessary to insure safety.

(C) *Blocks.*

- (1) *Size and shape of blocks.* The lengths, widths and shapes of blocks shall be determined with consideration of the limitations and opportunities of topography, the provision of building sites suitable to the intended uses and the need for convenient access, circulation, control of and safety from street traffic. In general, block lengths shall not exceed one thousand two hundred (1,200) feet and block lengths shall not be less than five hundred (500) feet; provided, however, that where site conditions make longer blocks necessary or desirable, such blocks may be as long as one thousand six hundred (1,600) feet.
- (2) *Crosswalkways.* Pedestrian crosswalkways shall be provided across blocks longer than eight hundred (800) feet. Crosswalkways shall also be provided where necessary for convenient access to schools, playgrounds, shopping centers and other community facilities.
- (3) *Blocks on major street.* Where the proposed subdivision is adjacent to or contains a major street, the long dimensions of the blocks shall be parallel, or approximately parallel, to the major street.
- (4) *Blocks for commercial or industrial use.* Blocks intended for commercial or industrial use shall be designed specifically for such use, with consideration of off-street loading and unloading and off-street parking facilities and access thereto.

~~(D) *Lots.*~~

- (1) *Size and shape of lots.* The size, width, depth, shape and orientation of lots and the minimum building setback lines shall be appropriate to the location of the subdivision and the type of development and use contemplated. Every lot shall contain a suitable building site.
 - (2) *Lots for residential use* shall be at least sixty (60) feet wide at the building setback line except for the R-1-5 (residential) zoning district which may be fifty (50) feet wide at the building setback line and shall contain at least the following:
 - (a) Where served by the municipal or an approved private water supply system and sanitary sewerage system: 7,500 square feet except for R-1-5 (residential) zoned property where the square feet may be reduced to five thousand (5,000) square feet.
 - (b) Where served by the municipal or an approved private water supply system but not by the municipal or an approved private sanitary sewerage system: 15,000 square feet
 - (c) Where served by neither the municipal or an approved private water supply system nor sanitary sewerage system: 30,000 square feet
 - (e) Zero lot line and town home subdivision developments shall be served by the municipal or an approved private water supply system and sanitary sewerage system. Individual lot widths for these type of developments is allowed at less than thirty-five (35) feet; therefore, when an individual zero lot line lot or town home lot is less than thirty-five (35) feet in width, then the minimum requirement for such a lot to abut a dedicated right-of-way is reduced to width of the lot.
 - (f) Other residential uses permitted in the City of Gulfport Comprehensive Zoning District [Ordinance], section III, Chart of Permitted Uses "RESIDENTIAL" shall meet the specified minimum lot size established in (C) Residence districts. (b) Building site area. The building site area shall be designed to comply with these minimum standards.
 - (g) Commercial and industrial zoned property: The minimal [minimum] square footage will comply with the district regulation as identified in the comprehensive zoning ordinance for the zoning district in which located and shall be not less than the minimal [minimum] square footage required for the proposed development, in so that a circumstance is not created for a need to apply for and receive a variance to these regulations and the comprehensive zoning ordinance.
- ~~(3) *Maximum depth.* The maximum depth of any lot, exclusive of unusable land, shall be three and one-half (3½) times the width of the lot at the building setback line.~~
- (4) *Lot to abut on a street.* Every lot shall abut upon a dedicated street for at least thirty-five (35) feet. Lots owned by the city or the Harrison County Utility Authority which are used or sought to be used solely for utility purposes and where ingress or egress to the property is provided by way of easement or otherwise shall be exempt from the requirements of this paragraph.
 - (5) *Corner lots.* Corner lots for residential use shall be increased in width over the minimum specified herein so that front yard distance can be provided on both streets, and the building setback line shall be so located.
 - (6) *Property lines at corners.* Where necessary by reason of curb radii, property lines at street intersection corners shall be arcs having radii of at least ten (10) feet or shall be chords of such arcs.
 - (7) *Side lines of lots.* Side lines of lots shall be approximately at right angles or radial to the street line.
 - (8) *Double frontage lots.* Double frontage lots will be permitted only where necessary to provide separation of residential development from major streets or to overcome specific disadvantages of topography and orientation. A buffer park strip at least ten (10) feet wide and across which there shall be no right of access shall be provided along the line of lots abutting such major street or disadvantageous use.

(E) *Public spaces.*

- (1) *Parks, recreation areas and school sites.* Wherever a subdivision embraces a park, a combination playground and elementary school site, a combination playfield and junior high school site, or a combination athletic field and senior high school site, as shown on the plan for community facilities component of the master plan, such park, recreation area or school site shall be platted in the general location and of the size called for by the plan for community facilities.
- (2) *Utility easements.* Where easements are required for public utilities, they shall be at least twelve (12) feet wide, six (6) feet on each side of rear or side property lines of lots. The width of easements shall be increased, or they shall be extended, where necessary to provide space for utility pole bracing or other construction. No new half easement for utilities shall be platted.
- (3) *Drainage easements.* Easements for watercourses, drainage ways or streams shall conform substantially with the lines of such watercourse and shall have such further width or construction, or both, as will be adequate for maintenance. Parallel streets or parkways may be required in connection with open drainage ways.

(F) *Exceptions.*

All minimum required lot size requirements, setback requirements, lot coverage requirements, etc., as specified in this section are not applicable to townhouse and zero lot line residential development as defined in section IV(A)(10), Supplementary Regulations, Townhouse and zero lot line residential uses, of the Comprehensive Zoning Ordinance, City of Gulfport, Mississippi, 1979. The subdivision of any property for such purposes must be approved by the planning commission in accordance with guidelines set forth in the comprehensive zoning ordinance.

(Code 1963, § 23½-5; Ord. No. 2543, § 1, 5-22-07; Ord. No. 2683, § 1, 6-23-10)

- The Developer cannot create a hardship & then ask for a variance or special exemption to the hardship.
- Drainage easement exists across the property at issue.

Judgment in Harrison County entered on behalf of plaintiff as lower landowner in the amount of \$170,000 upheld on appeal for alteration of natural drainage by the upper landowner.

Mississippi Gulf Properties, LLC v. Eagle Mechanical, Inc., 98 So.3d 1097 (2012)

98 So.3d 1097
Court of Appeals of Mississippi

MISSISSIPPI GULF PROPERTIES, LLC and
Gulfport Capital, LLC d/b/a Champion Chrysler-
Jeep-Dodge, Appellants/Cross-Appellees

v.
EAGLE MECHANICAL, INC., and Michael
Dodson, Individually, Appellees/Cross-Appellants.

No. 2011-CA-00139-COA.

Sept. 11, 2012.

Synopsis

Background: Lower landowner brought action against adjacent property owner for flood damage, alleging adjacent property owner had altered the natural drainage. Following a jury trial, the Circuit Court, Harrison County, Roger T. Clark, J., entered judgment for plaintiff in the amount of \$170,000. Defendant appealed, and plaintiff cross-appealed.

Holdings: The Court of Appeals, Fair, J., held that:

[1] Circuit Court's decision to allow lower landowner's expert real estate appraiser to testify as to the before and after value of property did not constitute an abuse of discretion;

[2] whether adjacent property owner made a reasonable effort to minimize resulting harm to lower landowner when adjacent property owner altered the natural drainage was for the jury;

[3] adjacent property owner's right to alter the natural drainage on its land was qualified by the need to make a reasonable effort to minimize the resulting harm to lower landowners;

[4] city was not liable to lower landowner for flood damage;

[5] adjacent property owner's argument that jury had insufficient proof of damages was insufficient to overcome the presumption that the judgment in favor of lower landowner was correct;

[6] doctrine of judicial estoppel did not preclude the admission at second trial for flood damages a list of items allegedly lost by lower landowner in flood, that differed from a list offered by lower landowner at first trial; and

[7] Circuit Court's refusal of adjacent property owner's jury instruction, offered to instruct the jury on lower landowner's duty to mitigate flood damage, did not constitute an abuse of discretion.

Affirmed.

West Headnotes (33)

[1] Appeal and Error

⚙ Judgment

Whether or not the trial court erred in granting a mistrial on property owner's action for damages against adjacent property owner for flood damages, it was rendered moot by a subsequent trial on the merits before a different judge and jury, and thus, was not subject to appeal.

Cases that cite this headnote

[2] Appeal and Error

⚙ Mootness

Interlocutory rulings of the trial court that are rendered moot by a subsequent trial on the merits cannot be appealed.

Cases that cite this headnote

[3] Evidence

⚙ Real property in general

Trial court's decision to allow lower landowner's expert real estate appraiser to testify as to the before and after value of property that became subject to flooding after adjacent landowner changed the natural drainage did not constitute an abuse of discretion, even though there could have been some doubt as to the reliability of expert's

EXHIBIT

D

methodology, and evidence existed to dispute expert's conclusions regarding the extent of damage to property owner's building and the utility of the flooded land, where expert's status as an expert in real estate appraisal was never contested, and adjacent property owner was free to cross-examine expert.

1 Cases that cite this headnote

[4] **Damages**

⊕ Permanent and continuing injuries

The "before and after rule" is generally used to value damages for permanent injury to real property.

Cases that cite this headnote

[5] **Evidence**

⊕ Necessity and sufficiency

Where an expert admits that no basis satisfying the accepted criteria for that profession exists for an opinion, the opinion should be excluded.

Cases that cite this headnote

[6] **Damages**

⊕ Buildings or other improvements

Buildings, as opposed to bare land, can be valued through the cost approach, which does not rely on comparable sales, for purposes of valuing damages for permanent injury to the property.

Cases that cite this headnote

[7] **Evidence**

⊕ Sales of other property in general

Witnesses

⊕ Value of property

The trial judge has wide discretion in allowing testimony of comparable sales in a case involving damages to real property, and the Supreme Court encourages the judge to allow liberal cross-examination to permit testing of the true utility of the comparable sales.

Cases that cite this headnote

[8] **Appeal and Error**

⊕ Admission or exclusion of evidence in general

Appeal and Error

⊕ Expert Evidence and Witnesses

The standard of review for the trial court's admission or suppression of evidence, including expert testimony, is abuse of discretion.

1 Cases that cite this headnote

[9] **Water Law**

⊕ Hearing

Whether adjacent landowner made a reasonable effort to minimize resulting harm to lower landowner when adjacent landowner altered the natural drainage, which resulted in an increase in runoff onto lower landowner's property, was for the jury in action by lower landowner seeking to recover for flood damage.

Cases that cite this headnote

[10] **Water Law**

⊕ Artificial drainage or discharge in general

Adjacent property owner's right to alter the natural drainage on its land was qualified by the need to make a reasonable effort to minimize the resulting harm to lower landowners.

Cases that cite this headnote

[11] **Appeal and Error**

⊕ De novo review

The Court of Appeals reviews the denial of a directed verdict de novo; if the Court finds that the evidence favorable to the non-moving party and the reasonable inferences drawn therefrom present a question for the jury, the motion should not be granted.

Cases that cite this headnote

[12] **Water Law**

☞ Nature and extent of rights granted in general

City, which had taken a drainage easement over adjacent properties, was not liable to lower landowner for flood damage, absent any contention that the flooding was caused by disrepair of the easement attributable to the city.

Cases that cite this headnote

[13] **Water Law**

☞ Evidence

Water Law

☞ Review

Adjacent landowner's argument that jury had insufficient proof of damages because lower landowner's expert real estate appraiser did not elaborate on the comparable sales used in his appraisal was insufficient to overcome the presumption that the judgment in favor of lower landowner was correct, absent any authority holding that the details of the comparable sales were required to be presented to the jury at trial on lower landowner's claim for flood damages.

Cases that cite this headnote

[14] **Appeal and Error**

☞ Judgment in General

There is a presumption that the judgment of the trial court is correct, and the burden is on the appellant to demonstrate some reversible error to the appellate court.

Cases that cite this headnote

[15] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

The doctrine of judicial estoppel did not preclude the admission at second trial for

flood damages a list of items allegedly lost by lower landowner in flood, that differed from a list offered by lower landowner at first trial; first trial was not a prior action, but an abortive trial of the same action, and even if it had been a different action with different parties, lower landowner attributed the differences in the lists to conservative estimates and an inability to locate supporting documentation for some of the items he had lost in flood.

Cases that cite this headnote

[16] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

The theory of "judicial estoppel" is a doctrine of law applied by a trial court to a situation where a party asserts one position in a prior action or pleading but then seeks to take a contrary position to the detriment of the party opposite.

Cases that cite this headnote

[17] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

The doctrine of "judicial estoppel," a doctrine of law applied by a trial court to a situation where a party asserts one position in a prior action or pleading but then seeks to take a contrary position to the detriment of the party opposite, generally does not apply to false statements which were made without full knowledge of the applicable facts.

Cases that cite this headnote

[18] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

When judicial estoppel does not apply, the opposing party's remedy is cross-examination on the inconsistent testimony.

Cases that cite this headnote

[19] **Appeal and Error**

⚙ Defects, objections, and amendments

Adjacent landowner was procedurally barred from arguing on appeal that the trial court erred in allowing lower landowner to argue for an amount of flood damage higher than its expert's estimation, and that the jury's verdict was unsupported by the evidence because its award exceeded the valuation chosen by expert, absent a showing of any relevant authority in support of its argument.

Cases that cite this headnote

[20] **Appeal and Error**

⚙ Defects, objections, and amendments

Adjacent landowner was procedurally barred from arguing on appeal that the trial court erred in allowing lower landowner to testify at trial on his claim for flood damage that he had moved his business to property he had purchased in another county, on the basis the testimony was unnecessary and prejudicial, absent a showing of any relevant authority in support of its argument.

Cases that cite this headnote

[21] **Water Law**

⚙ Instructions

Trial court's refusal of adjacent landowner's jury instruction, offered to instruct the jury on lower landowner's duty to mitigate flood damage, did not constitute an abuse of discretion, where the trial court gave another mitigation instruction which more accurately stated the law.

Cases that cite this headnote

[22] **Trial**

⚙ Authority to instruct jury in general

Jury instructions are within the discretion of the trial court.

Cases that cite this headnote

[23] **Water Law**

⚙ Instructions

Trial court's refusal of adjacent landowner's jury instruction, offered to instruct the jury that it could not award attorney fees or a penalty against adjacent landowner, did not constitute an abuse of discretion, where other jury instructions instructed the jury that it could award damages only for diminution in the value of property and lost materials due to flood, advised the jury as to mitigation, and that the jury could not find the lower landowner's land or building to be a total loss if there were still useable.

Cases that cite this headnote

[24] **Water Law**

⚙ Instructions

Trial court's refusal of adjacent landowner's jury instruction, offered to instruct the jury that it should find for adjacent landowner on lower landowner's flood damages claim if adjacent landowner's development of its property was not unreasonable, did not constitute an abuse of discretion; the jury was properly instructed on the reasonableness standard through other instructions.

Cases that cite this headnote

[25] **Negligence**

⚙ Adoption, existence or abolition of doctrine

The law in Mississippi allows for comparative negligence, rather than contributory negligence.

Cases that cite this headnote

[26] **Negligence**

⚙ In general; foreseeability of other cause

A "superseding cause" must, by definition, occur after the negligent act of the defendant.

Cases that cite this headnote

[27] **Water Law**

⚡ Punitive damages

Adjacent landowner's failure to heed lower landowner's warning that by grading and paving its property, adjacent landowner would cause lower landowner's property to flood, did not amount to malice or gross negligence, as required to direct a verdict for punitive damages against adjacent landowner; lower landowner was not an engineer, and while his warning proved to be correct in hindsight, it was just a lay opinion, and there was drainage in place that just proved to be inadequate.

Cases that cite this headnote

[28] **Damages**

⚡ Nature and Theory of Damages

Additional to Compensation

Mississippi law does not favor punitive damages; they are considered an extraordinary remedy and are allowed with caution and within narrow limits.

Cases that cite this headnote

[29] **Damages**

⚡ Grounds for Exemplary Damages

The kind of wrongs to which punitive damages are applicable are those which, besides the violation of a right or the actual damages sustained, import insult, fraud, or oppression and not merely injuries, but injuries inflicted in the spirit of wanton disregard for the rights of others.

Cases that cite this headnote

[30] **Damages**

⚡ Grounds for Exemplary Damages

In order to warrant the recovery of punitive damages, there must enter into the injury some element of aggression or some coloring of insult, malice or gross negligence, evincing ruthless disregard for the rights of others, so as to take the case out of the ordinary rule,

under which punitive damages are considered an extraordinary remedy and are allowed with caution and within narrow limits.

Cases that cite this headnote

[31] **Interest**

⚡ Torts; wrongful death

Trial court's denial of lower landowner's request for prejudgment interest on flood damage award did not constitute an abuse of discretion; the damages were unliquidated and the denial of liability for flood damage to lower landowner's property was not frivolous or in bad faith.

Cases that cite this headnote

[32] **Interest**

⚡ Prejudgment Interest in General

Interest

⚡ Liquidated or unliquidated claims in general

A trial court may award prejudgment interest provided certain conditions are met, but is not required to do so; prejudgment interest may be allowed in cases where the amount due is liquidated when the claim is originally made or where the denial of a claim is frivolous or in bad faith.

Cases that cite this headnote

[33] **Appeal and Error**

⚡ Prejudgment interest

The trial court's decision on prejudgment interest is reviewed for an abuse of discretion.

Cases that cite this headnote

Attorneys and Law Firms

*1100 Virgil G. Gillespie, Gulfport, attorney for appellants.

*1101 Mariano Javier Barvie, Gulfport, attorney for appellees.

Before IRVING, P.J., RUSSELL and FAIR, JJ.

Opinion

FAIR, J., for the Court:

¶ 1. This is an appeal from a jury verdict in a drainage case. Michael Dodson was awarded \$170,000 for flood damage stemming from the paving of adjacent property owned by Champion Chrysler.¹ Champion appeals, and Dodson cross-appeals. Finding no error, we affirm the trial court's judgment.

FACTS

¶ 2. Champion and Dodson owned adjacent properties on Pass Road in Gulfport. In 2001, Champion expanded its car dealership by filling and paving approximately 1.8 acres of previously undeveloped lowland on its lot. The lowland was adjacent to Dodson's property, and it had operated as a natural detention area, absorbing rain and holding runoff from surrounding areas. There was a ditch through the 1.8 acres that held excess water and drained it through a culvert under a warehouse building on Dodson's property. About a year before the Champion property was paved, Champion's predecessor in title granted the City of Gulfport a drainage easement over the ditch and surrounding area. The City placed a pipe with several raised inlets in the ditch and tied it to the culvert under Dodson's warehouse.

¶ 3. Before it was paved, the 1.8 acres was graded and filled significantly in places. In addition to the fill dirt, the asphalt paving and limestone base added about six inches to the elevation. Overall, the Champion property was raised between three and five feet at some points along Dodson's property line. The contractor testified that he graded the Champion property so it would drain into the inlets installed by the City.

¶ 4. The paving eliminated water retention on the Champion property and left the surface impervious, increasing runoff onto Dodson's lot. Dodson's warehouse building, also used as an HVAC fabrication facility, was located near the property line. It stood in the natural

course of drain flow, but the drain pipe under the building had always been sufficient to carry away runoff when Champion's 1.8 acres was in its natural condition. After the paving, the warehouse began flooding during heavy rains—approximately seven or eight times per year. This caused extensive damage to the building and prevented it from being used for either storage or manufacture of HVAC components. Dodson testified that he also lost equipment and stored materials during the first flood, which he valued at \$20,169.13. His appraiser, Mike Garvey, testified that the flooding had diminished the Dodson property value by either \$144,000 or \$157,000, depending on the approach used to value the property prior to the flooding.

¶ 5. Dodson contended Champion was liable for the damage to his property because it had unreasonably altered the natural drainage. The jury agreed and returned a verdict for \$170,000. Champion appeals, and Dodson cross-appeals.

DISCUSSION

¶ 6. On direct appeal, Champion enumerates eighteen issues. For the purposes of *1102 clarity and economy we have consolidated some of them.

1. Mistrial

[1] ¶ 7. Dodson filed this lawsuit in January 2003. In 2007, the first trial ended in a mistrial. This appeal followed a second trial, which was held in September 2010.

¶ 8. Champion now contends that the trial court erred in granting the 2007 mistrial. According to Champion, the trial court had no good reason to grant a mistrial and, in the process, denied Champion the advantages it had gained during the first trial. Without any real supporting argument, Champion contends that the original trial judge, the Honorable Jerry Terry, must have been biased in favor of Dodson, whose wife is the Honorable Lisa Dodson. Judges Dodson and Terry served as circuit judges in the same district. We note, however, that Champion offered no objection to Judge Terry presiding over the trial until after the adverse ruling.

[2] ¶ 9. Further discussion of this assignment of error would be academic, as the subsequent retrial has left this

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issue moot. Interlocutory rulings of the trial court that are rendered moot by a subsequent trial on the merits cannot be appealed. See *Gibson v. Wright*, 870 So.2d 1250, 1254 (¶ 8) (Miss.Ct.App.2004). Even if we were to find that the trial court erred in granting the mistrial, we do not see how any relief can be afforded as the case has already been retried before a different circuit judge and a different jury.

2. Admissibility of Dodson's Appraisal

[3] ¶ 10. In its second issue, Champion contends the trial court erred in admitting the testimony of Mike Garvey, Dodson's appraiser. Garvey determined the values of Dodson's property before and after it began flooding. His status as an expert in real-estate appraisal and the relevance of his testimony are not disputed. Instead, Champion attacks the methodology employed by Garvey, specifically his appraisal of the after value. According to Champion, Garvey's opinion should have been excluded by the trial court under *Gulf South Pipeline Company v. Pitre*, 35 So.3d 494 (Miss.2010).

¶ 11. In *Pitre*, the Mississippi Supreme Court recognized that there are three accepted methods for determining the fair market value of real property: "(1) the cost approach, (2) the income-capitalization approach, and (3) the market-data or comparative-sales approach." *Id.* at 498 (¶ 6).

[4] ¶ 12. *Pitre* was an eminent domain case where land was taken for a buried gas pipeline. The expert there used the comparable sales method to determine the value of the property in its before condition. The specific issue was the diminution in value of the portion of the property that was not taken, i.e., how the presence of the pipeline would affect the market value of the rest of the property. This is determined by the "before and after rule," which is generally used to value damages for permanent injury to real property. See *Copiah Dairies, Inc. v. Addikson*, 247 Miss. 327, 153 So.2d 689, 693 (1963).

[5] ¶ 13. The expert in *Pitre* first appraised the property before the taking, then assigned diminution percentages to the remainder not taken for the pipeline—twenty percent for the house, fifteen percent for the land, and so forth. *Pitre*, 35 So.3d at 496-97 (¶ 2). In setting these values, the appraiser "offered no pretense that he was following any recognized method or procedure acceptable in the appraisal industry, and he admitted he was not relying on peer-reviewed articles or industry publications." *Id.* at 499

(¶ 9). *1103 His testimony that there were no comparable sales of property affected by buried gas pipelines was contradicted both by the record and judicial knowledge. *Id.* The supreme court concluded that the expert's opinion was "purely subjective, little more than rank speculation." *Id.* at 499-500 (¶ 10). "Where an expert admits that no basis satisfying the accepted criteria for that profession exists for an opinion, the opinion should be excluded." *Id.* at 499 (¶ 10).

¶ 14. In this case, Garvey admitted to no unreliability or arbitrariness in his methodology.² Garvey testified that he followed the familiar "before and after rule," appraising Dodson's property, first as if it were not flooding and then in its actual condition. Based on his inspection, Garvey concluded that the warehouse building was unuseable. He also found that the land under the building, because it flooded regularly, could no longer be put to productive commercial use. Garvey assigned that land a nominal value of \$500. He then recalculated the value of the property without the contributing value of the building and flooded land, and concluded the Dodson property had lost \$142,000 in value under the sales comparison approach.

[6] ¶ 15. Champion takes issue with this methodology. Its contention, first and foremost, is that *Pitre* requires an appraiser to find comparable sales. We do not agree. First, buildings, as opposed to bare land, can be valued through the cost approach (which does not rely on comparable sales). As to the underlying land, in *Pitre*, the supreme court discussed the diminution in value of an entire parcel based on its proximity to an underground gas pipeline. The adverse effect of the pipeline on the property value was said to stem from a subjective, perhaps irrational fear of the underground pipeline by potential home buyers. The expert in *Pitre* admitted that this could not be quantified in a scientific way except by comparable sales, which he did not employ, even though there was both evidence in the record and judicial knowledge that comparable sales existed and could have been used. In today's case, Garvey did not use comparable sales of flooding land. However, he testified that the portion of the land that flooded could not be used for the commercial purposes that constituted the highest and best use of the overall lot. The flooded area made up only about ten percent of the total property. Garvey concluded that it would therefore contribute no value to the lot and that the value of the overall property could be determined by

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comparing its usable portion to sales of land that did not flood (i.e., the same comparables that were used for the "before" comparison). Thus, Garvey did use comparable sales for the land portion of the analysis—the real question presented by Champion is whether they were comparable enough.

[7] ¶ 16. "The trial judge has wide discretion in allowing testimony of comparable sales, and [the Mississippi Supreme Court] encourages the judge to allow liberal cross-examination to permit testing of the true utility of the comparable sales." *Miss. Transp. Comm'n v. Fires*, 693 So.2d 917, 923 (Miss.1997).

¶ 17. We agree with Champion that there could be some doubt as to the reliability of Garvey's methodology. In our judgment, however, Garvey's methods are not as manifestly arbitrary as those employed *1104 by the expert in *Pitre*. Also unlike *Pitre*, Garvey testified that he was following a methodology that is accepted and recognized by the appraisal industry. Garvey's status as an expert in real estate appraisal was never contested.

¶ 18. We also admit that there is evidence to dispute Garvey's conclusions regarding the extent of the damage to the building and the utility of the flooded land. However, the remaining utility of the property was a question of fact. To this end, the trial court gave the jury an instruction, offered by Champion, that it could not find the land and building to be a total loss if they still retained some use.

¶ 19. Champion has also contended that Garvey's opinion should have been excluded because Garvey apparently was unaware the warehouse building's carport was a recent addition, having been added around the time when the flooding began.³ No authority is cited to support this specific proposition. Champion was free to cross-examine Garvey to bring this issue with his appraisal to the jury's attention.

[8] ¶ 20. The "standard of review for the trial court's admission or suppression of evidence, including expert testimony, is abuse of discretion." *Tunica County v. Matthews*, 926 So.2d 209, 212 (¶ 5) (Miss.2006). Having reviewed the record, we cannot conclude that it clearly shows the trial court's decision to allow Garvey's testimony was an abuse of discretion. In cases like this, it falls on the opposing party to convince the jury

of the weaknesses in an expert's approach. "Vigorous cross-examination, presentation of contrary evidence, and careful instruction on the burden of proof are the traditional and appropriate means of attacking shaky but admissible evidence." *Hyundai Motor Am. v. Applewhite*, 53 So.3d 749, 754 (¶ 14) (Miss.2011) (quoting *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 596, 113 S.Ct. 2786, 125 L.Ed.2d 469 (1993)). This issue is without merit.

3. Directed Verdict

[9] [10] ¶ 21. Champion next contends that the trial court should have directed a verdict in its favor. Its argument can be reduced to three major thrusts: first, that Dodson's warehouse building caused the flooding by obstructing the natural course of drainage; second, that the City of Gulfport's easement for drainage over the Champion property made it responsible for the flooding damage; and finally that Garvey's testimony before the jury (as opposed to voir dire testimony establishing credentials and methodology) failed to establish a sufficient basis for his appraisal.

¶ 22. In *Hall v. Wood*, 443 So.2d 834 (Miss.1983), the Mississippi Supreme Court tackled what it later called the "confused state of the law dealing with water and drainage cases." See *Miss. State Highway Comm'n v. Wood*, 487 So.2d 798, 803 (Miss.1986). The court noted that its prior pronouncements were "not wholly consistent one with the other." *Hall*, 443 So.2d at 840. Without belaboring the point, Champion relies on cherry-picked language from some of those inconsistent prior pronouncements. Acknowledging those cases, *Hall* establishes a "reasonable use" standard for property use and drainage:

[U]pper landowners ... are entitled to make reasonable use of their land. Where there is a reasonable likelihood of damage to the property of lower landowners, however, upper landowners are required to do whatever is reasonable to minimize the damage. The fact that some damage nevertheless occurs to the *1105 lower landowners does not render the upper landowner liable. On the other hand, where the upper landowner has done nothing in an effort to ameliorate the adverse effect on lower landowners

and where the damage is in fact substantial, and further where the development activities of the upper landowner are a major proximate cause of that damage, the lower landowners are entitled to damages and/or injunctive relief as may be appropriate.

Id.

[11] ¶ 23. We review the denial of a directed verdict de novo. *Windmon v. Marshall*, 926 So.2d 867, 872 (¶ 20) (Miss.2006). "If the Court finds that the evidence favorable to the non-moving party and the reasonable inferences drawn therefrom present a question for the jury, the motion should not be granted." *Entergy Miss., Inc. v. Bolden*, 854 So.2d 1051, 1055 (¶ 7) (Miss.2003).

¶ 24. As Champion points out, the existing drainage under the Dodson building required Champion's property to detain a significant amount of water in the event of a twenty-five-year rain—2.4 acre feet before it was paved and 3.0 acre feet afterwards. However, the warehouse building predated not only the paving of Champion's 1.8 acres, but, apparently, the paving of the rest of the dealership and other surrounding land that drained into the 1.8 acres and then under the warehouse building. There was lay testimony that before it was paved, the 1.8 acres was known to hold significant amounts of water that slowly drained through Dodson's property. The 1.8 acres was described as natural detention area. Dodson's engineer testified that Champion should have done a drainage study prior to the paving, and that if Champion had recognized the need, it could have constructed a detention system under the parking lot or arranged for additional drainage over an alternative route. There was also testimony that Champion did a poor job grading the lot to direct water into the piping installed by the City and that Champion had blocked some of the piping's inlets.

¶ 25. We agree that Mississippi law does not place a burden on Champion to detain runoff. However, there appears to be no dispute that the Champion property naturally detained and delayed runoff. Under *Hall*, Champion's right to alter the natural drainage or increase runoff from its land is qualified by the need to make a reasonable effort to minimize the resulting harm to lower landowners. Taking the evidence in a light most favorable to Dodson, we find a jury question as to reasonableness.

[12] ¶ 26. Champion also contends that the City of Gulfport had assumed responsibility for the drainage when it took an easement over part of the Champion and Dodson properties for drainage. However, the only authority cited by Champion to support this proposition concerns the maintenance and repair of easements. It has never been contended that the flooding was caused by disrepair attributable to the City. Instead, Champion argues that the City is solely responsible because the capacity of the drains was exceeded. We find no merit to this argument.

[13] [14] ¶ 27. Champion's final argument is that the jury had insufficient proof of damages because during Garvey's testimony, he did not elaborate on the comparable sales used in his appraisal. There is no question comparable sales were used (and discussed at some length in Garvey's voir dire), but Garvey was not asked to discuss them in any detail before the jury. Champion contends that this renders Garvey's appraisal insufficient, *1106 but it has presented no authority holding that the details of the comparable sales must be presented to the jury; the cases cited by Champion only discuss comparable sales in general terms. There is "a presumption that the judgment of the trial court is correct, and the burden is on the appellant to demonstrate some reversible error to the appellate court." *Cobb v. Cobb*, 29 So.3d 145, 152 (¶ 24) (Miss.Ct.App.2010). This issue is without merit.

4. Judicial Estoppel

[15] ¶ 28. In both trials, Dodson offered a list of items lost in the first flood. In the first trial, the court excluded Dodson's list because it was unsupported by invoices and contained subjective or sentimental valuations of some items. In the retrial, Dodson produced another list, this time supported by invoices, but with some items omitted, some added, and significant differences in some valuations. Overall, the second list totaled about \$7,000 less in losses. The second list was admitted into evidence.

[16] ¶ 29. Champion contends that the trial court abused its discretion in allowing the second list by rejecting the theory of judicial estoppel, which "is a doctrine of law applied by a trial court to a situation where a party asserts one position in a prior action or pleading but then seeks to take a contrary position to the detriment of the party opposite." *Miss. Power & Light Co. v. Cook*, 832 So.2d 474, 482 (¶ 22) (Miss.2002).

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[17] ¶ 30. Judicial estoppel is not applicable to these facts. To begin with, the first trial was not a prior action, but an abortive trial of the same action—the same cause number, same parties, and so forth. Second, even if this were a different action with different parties, “the doctrine of judicial estoppel generally does not apply to false statements which were made without full knowledge of the applicable facts....” *Beyer v. Easterling*, 738 So.2d 221, 227 (¶ 18) (Miss.1999). “[T]estimony given in a prior action does not estop the witness from testifying to the contrary ... where the former testimony was given by mistake or inadvertence or without full knowledge of the facts and is so explained by the witness....” *Id.* (quoting 28 Am.Jur.2d *Estoppel and Waiver* § 71 (1996)). Dodson attributed the differences to conservative estimates and an inability to locate supporting documentation for some of items he had lost.

[18] ¶ 31. When judicial estoppel does not apply, the opposing party's remedy is cross-examination on the inconsistent testimony. That is exactly what occurred in this case. We find this issue without merit.

5. Valuation

[19] ¶ 32. Champion next attacks Dodson's argument to the jury as to the amount of damages and the jury's resulting verdict. Garvey testified that through his appraisal he concluded that the lost value of Dodson's property was \$144,000. While elaborating on his methodology, Garvey stated that he had done two valuations of the property in its “before” condition, one using comparable sales and one using the cost approach. The cost approach value was \$13,000 higher than the comparable sales. Garvey testified that in his ultimate calculation of the lost value of the property, he had used the lower number, arriving at \$144,000, because it was conservative. He gave no other reason for selecting the comparable sales value. Dodson's attorney brought this difference to the jury's attention on direct examination of Garvey, and he subsequently argued (over Champion's objection) that the jury could find damages to the property of *1107 \$157,000 based on the higher of the two “before” valuations. The jury's verdict was for \$170,000, which, considering the testimony of \$20,000 in lost materials, is argued to have split the difference between the two estimates.

¶ 33. On appeal, Champion makes two assertions—first, that the trial court erred in allowing Dodson to argue for the higher value, and second, that the jury's verdict is unsupported by the evidence because it exceeds the valuation chosen by Garvey. However, neither of these contentions is supported by relevant authority. Consequently, we find these issues procedurally barred and without merit.

6. Testimony of Land Purchase in Jackson County

[20] ¶ 34. Champion next contends that the trial court erred in allowing Dodson to testify that he had moved his business to property he purchased in another county. According to Champion, the testimony was unnecessary and prejudicial. But, again, no authority is offered in support, and this issue is barred as a result.

7. Jury Instructions

[21] [22] ¶ 35. Finally, Champion challenges the trial court's grant or denial of numerous jury instructions. We have already addressed the substance of several of these issues, but some arguments remain. Regarding our review, the Mississippi Supreme Court has held:

On appeal, [an appellate court] does not review jury instructions in isolation; rather, they are read as a whole to determine if the jury was properly instructed. Accordingly, defects in specific instructions do not require reversal where all instructions taken as a whole fairly—although not perfectly—announce the applicable primary rules of law. However, if those instructions do not fairly or adequately instruct the jury, [the appellate court] can and will reverse.

Peoples Bank & Trust Co. v. Cermack, 658 So.2d 1352, 1356 (Miss.1995) (internal citations and quotations omitted), *overruled on other grounds by Adams v. U.S. Homecrafters, Inc.*, 744 So.2d 736 (Miss.1999). Jury instructions are within the discretion of the trial court. *Davis v. State*, 18 So.3d 842, 847 (¶ 15) (Miss.2009).

A. Instruction D-6

¶ 36. The trial court refused instruction D-6, which was offered to instruct the jury on Dodson's duty to mitigate. However, the trial court gave D-15, which is a mitigation instruction that more accurately states the law in Mississippi. As the jury was properly instructed on mitigation, no error can result from the refusal of another mitigation instruction.

B. Instruction D-8

[23] ¶ 37. Next is D-8, which would have instructed the jury that it could not award attorney's fees or a penalty against the defendants. Again, we find that the jury was properly instructed on damages when the instructions are viewed as a whole. In particular, P-10 informed the jury that it could award damages only for diminution in the value of the property and lost materials. D-5 reiterated the burden of proof as to damages, D-15 was a mitigation instruction, and D-16 instructed the jury that it could not find the land or building to be a total loss if they were still useable.

C. Instruction D-10

[24] ¶ 38. D-10 would have instructed the jury that it should find for Champion if Champion's development of its property was not unreasonable. D-10 also contains somewhat confused verbiage on Champion's theory of the case—its allegations regarding *1108 the role of the City of Gulfport in directing drainage and the pipe under Dodson's warehouse building, some of which we have discussed above. We find that the jury was properly instructed on the reasonableness standard through other instructions, particularly P-20, which correctly quotes from *Hall v. Wood*, 443 So.2d 834 (Miss.1983).

D. Instructions D-12 and P-6

¶ 39. Champion also challenges the granting of P-6 and the refusal of D-12. Both of these issues rely on Champion's arguments for a directed verdict, which we have already rejected.

E. Instructions D-13 and D-14

[25] ¶ 40. D-14 would have instructed the jury that if it found the City's role or the existing drainage "was a contributing cause to any damage" suffered by Dodson, the jury must return a verdict for Champion. This appears to be a contributory negligence instruction. The law in Mississippi is comparative negligence. *Denham v. Holmes ex rel. Holmes*, 60 So.3d 773, 780 n. 4 (Miss.2011). D-14 was properly refused.

[26] ¶ 41. D-13 was offered to instruct the jury that Dodson could not recover if "you find that any other intervening cause was the primary cause [of Dodson's injuries] or was a greater cause than the actions and non-actions of [Champion]." This appears to be an effort to shoehorn Champion's theory of the case into a superseding cause instruction. Since a superseding cause must, by definition, occur after the negligent act of the defendant, we find that the instruction does not correctly state the law in Mississippi. See *Causey v. Sanders*, 998 So.2d 393, 405 (¶ 38) (Miss.2008). And for the same reason, even a properly worded superseding cause instruction would not be supported by the evidence.

8. Cross-appeal: Punitive Damages

[27] ¶ 42. As his first issue on cross-appeal, Dodson contends that the trial court erred in directing a verdict denying his claim for punitive damages. Dodson argues that two facts entitle him to punitive damages: he told Champion beforehand that he believed their improvements would cause flooding and the fact that Champion pursued—and subsequently dropped—a counterclaim against him.

¶ 43. The Mississippi Rules of Civil Procedure and the Litigation Accountability Act provide remedies for the filing of frivolous claims, not punitive damages. See M.R.C.P. 11(b); Miss.Code Ann. § 11-55-5 (Rev.2002). Sanctions were not pursued against Champion. The other asserted ground merits more discussion. It was uncontested that during the paving of the 1.8 acres, Dodson spoke with people from Champion on several occasions, warning them that he believed grading and paving its property would cause his land to flood. According to Dodson, his warnings, paired with the fact that Champion did not have a drainage study done before

the paving, required the trial court to send the issue of punitive damages to the jury.

[28] [29] [30] ¶ 44. "Mississippi law does not favor punitive damages; they are considered an extraordinary remedy and are allowed with caution and within narrow limits." *Bradfield v. Schwartz*, 936 So.2d 931, 936 (¶ 17) (Miss.2006) (quoting *Life & Cas. Ins. Co. of Tenn. v. Bristow*, 529 So.2d 620, 622 (Miss.1988)). "The kind of wrongs to which punitive damages are applicable are those which, besides the violation of a right or the actual damages sustained, import insult, fraud, or oppression and not merely injuries, but injuries inflicted in the spirit of wanton disregard for the rights of others." *Id.* (quoting *Summers* *1109 *ex rel. Dawson v. St. Andrew's Episcopal Sch., Inc.*, 759 So.2d 1203, 1215 (¶ 52) (Miss.2000)). "In order to warrant the recovery of punitive damages, there must enter into the injury some element of aggression or some coloring of insult, malice or gross negligence, evincing ruthless disregard for the rights of others, so as to take the case out of the ordinary rule." *Id.*

¶ 45. Thus, in deciding whether to put the issue of punitive damages before the jury, the trial court had to consider "the totality of the circumstances to determine if a reasonable, hypothetical trier of fact could find either malice or gross neglect/reckless disregard." *Doe ex rel. Doe v. Salvation Army*, 835 So.2d 76, 81 (¶ 17) (Miss.2003).

¶ 46. After reviewing the record, we conclude the trial judge properly directed a verdict denying punitive damages. Dodson's theory of the case was that Champion should have consulted an engineer for a drainage survey before grading and paving its property. Dodson is not himself an engineer, and his warnings were just a lay opinion, albeit one proven correct in hindsight. There was drainage in place—it just proved to be inadequate. It cannot reasonably be said that failure to heed Dodson's warnings amounts to malice or gross negligence. This issue is without merit.

9. Cross-appeal: Pre-judgment Interest

[31] ¶ 47. The final issue raised on cross-appeal is Dodson's contention that the trial court erred in denying his motion for prejudgment interest.

[32] ¶ 48. A trial court may award prejudgment interest provided certain conditions are met, but is not required to do so. *In re Estate of McLemore v. McLemore*, 63 So.3d 468, 492 (¶ 75) (Miss.2011). "[P]rejudgment interest may be allowed in cases where the amount due is liquidated when the claim is originally made or where the denial of a claim is frivolous or in bad faith." *Id.* (quoting *Upchurch Plumbing, Inc. v. Greenwood Utils. Comm'n*, 964 So.2d 1100, 1117 (¶ 43) (Miss.2007)).

[33] ¶ 49. The trial court's decision on prejudgment interest is reviewed for an abuse of discretion. *Moeller v. Am. Guarantee & Liab. Ins. Co.*, 812 So.2d 953, 958 (¶ 11) (Miss.2002). In this case, the damages were unliquidated and the denial of liability was not frivolous or in bad faith. Under these circumstances the trial court did not abuse its discretion in denying prejudgment interest.

¶ 50. THE JUDGMENT OF THE CIRCUIT COURT OF HARRISON COUNTY IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED ONE-HALF TO THE APPELLANTS/CROSS-APPELLEES AND ONE-HALF TO THE APPELLEES/CROSS-APPELLANTS.

LEE, C.J., IRVING AND GRIFFIS, P.J.J., BARNES, ISHEE, ROBERTS, CARLTON, MAXWELL AND RUSSELL, JJ., CONCUR.

All Citations

98 So.3d 1097

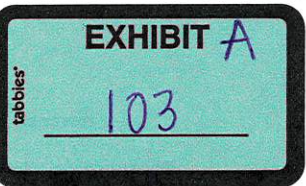
Footnotes

- 1 Dodson owned property, which was used by Eagle Mechanical Inc., a closely held corporation owned in equal shares by Dodson and a partner. Champion Chrysler was operated by Gulfport Capital LLC, on property owned by Mississippi Gulf Properties LLC. There is apparently some common ownership or control of the two. For convenience we refer to the parties collectively as "Dodson" and "Champion."
- 2 Champion makes much of the fact that Garvey called the nominal value of \$500 assigned to the flooding portion of the land "arbitrary." Since this is the nature of a nominal value, we do not see it as undermining his opinion.
- 3 Dodson testified that he could not remember exactly when the carport was added.

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Code of Ordinances - Chapter 9 Planning + Development
Art. III, SEC. 9-50 (D)(3) - Design Standards

(A) Private

- (1) *Conformance to master plan.* In general, the subdivision shall conform to the master plan for the city and to the zoning ordinance, and other applicable ordinances or regulations. If a suggested plan for the neighborhood in which the land to be subdivided is located has been made by the planning commission, the layout of the subdivision shall be in general conformance thereto.
- (2) *Provision for future subdivision.* If a tract is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged to allow the opening of future streets and logical further subdivision.
- (3) *Land subject to flooding.* Land subject to periodic flooding and land deemed by the planning commission to be uninhabitable shall not be platted for residential occupancy nor for any use that may increase danger to health, life or property or aggravate the flood hazard, but such land within the tract to be subdivided shall be set aside for such uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory or insanitary or unhealthful living conditions. If the land to be subdivided is located in an area having poor drainage or other physical impairment, the planning commission may approve the subdivision, provided the subdivider agrees to make such improvements as are necessary to render the area substantially safe for residential use, or, in lieu of the improvements, shall furnish a surety bond or a certified check covering the cost of the required improvements, as provided herein.
- (4) *Natural features.* Natural scenic features of the land, such as bayous, shall be considered to be community assets, and the design of the subdivision shall protect and utilize such natural scenic features.
- (5) *Trees.* Because of their value in soil conservation, health and community appearance, large trees shall be preserved wherever possible. Street trees placed within the public right-of-way shall not be of a low, bushy species that might obstruct vision. No trees shall be planted within twenty-five (25) feet of the intersecting property lines at a street intersection.
- (6) *Reserve strips.* There shall be no reserve strips controlling land dedicated or intended to be dedicated to street or other public use except where their control is placed in the appropriate governing body under conditions approved by the planning commission.
- (7) *Buffer park strips.* Where a residential subdivision adjoins land zoned for or used for a railroad right-of-way, an industrial area, a commercial area or other land use which would have a depreciating effect on the residential use of the land, a buffer park strip may be required by the planning commission.
- (8) *Names.* The name of the subdivision and new street names shall not duplicate nor closely approximate phonetically the name of any other subdivision or street in the county. Street names shall be subject to approval of the planning commission. In general, the use of names associated with the history and development of the city and the gulf coast is desirable.

(B) Streets.

- (1) *Street layout.* The street layout shall be devised for the most advantageous development of the entire neighborhood in which the land to be subdivided is located. Existing streets that abut the subdivision shall be continued, and the continuations shall be at least as wide as the existing streets and in alignment with them. The street layout shall also provide for the future projection into unsubdivided lands adjoining of a sufficient number of streets to provide convenient circulation.
- (2) *Major street.* Wherever a subdivision embraces a major street or thoroughfare, as shown on the plan for circulation (major street plan); component of the master plan, such major street shall be platted in the general location and of the width called for by such plan.
- (3) *Marginal access streets.* Where a subdivision has frontage on a major street or thoroughfare, as shown on the plan for circulation (major street plan), a marginal access street shall be provided adjacent to and on each side of the major street. Within the right-of-way of the marginal access street, a separation strip at least twenty (20) feet wide shall be provided. Separation strips shall be provided with screen planting to provide protection from the noise and lights of the major street traffic; screen planting shall be so placed that it does not obstruct vision at intersections.
- (4) *Collector streets.* Collector streets shall be provided to collect traffic from minor streets and feed it into major streets or to important generators of traffic, such as schools and shopping centers. In general, collector streets shall be located approximately midway between major streets or in the form of a loop or partial loop within the neighborhood.
- (5) *Minor streets.* Minor streets shall be so arranged that their use by through traffic will be discouraged. Four-way intersections of minor streets shall be avoided.
- (6) *Closed-end streets.* Closed-end streets (cul-de-sacs) shall not be longer than six hundred (600) feet and shall be provided at the closed end with a turnaround. Where the closed-end street is expected to be continued in the future into unsubdivided land, the turnaround may be a temporary one.
- (7) *Alleys.* Alleys shall be provided in the commercial and industrial districts of subdivisions; the planning commission may, however, waive this requirement where other definite and assured provision is made for service access, including off-street loading and unloading, consistent with and adequate to the uses proposed. Where necessary for safe vehicular movement, an alley right-of-way shall be increased in width or the corners cut at its intersection with a street. Closed-end alleys shall be avoided but, if unavoidable, shall be provided with an adequate turnaround, as specified for closed-end streets. In general, alleys will not be approved for residential districts of subdivisions.
- (8) *Streets at business centers.* In front of schools and in front of areas zoned or designed for commercial or industrial uses, the street width and the roadway width of a minor street, a collector street or a closed-end street shall be increased on the side on which the land for the school or for commercial or industrial use is located by at least fifteen (15) feet to insure the free flow of traffic without interference by vehicles entering or leaving parking areas. (This is not a parking space requirement and shall not affect requirement by zoning ordinance or otherwise for off-street parking facilities; neither shall fulfillment of this requirement and its acceptance by the planning commission be deemed approval or endorsement of any amendment to the zoning ordinance necessary for such commercial or industrial uses.)
- (9) *Half streets.* No new half street shall be platted. Where a tract of land to be subdivided abuts upon an existing half street, the other half of the street shall be platted.
- (10) *Intersections.* Street intersections shall be at right angles or nearly so. Where, for topographic or other reasons, an intersection cannot be at right angles, the intersection shall be so designed as to insure safety. There shall be a minimum number of intersections of minor streets with major streets. Street jogs with centerline offsets less than one hundred twenty-five (125) feet shall be avoided.
- (11) *Curvature of streets.* The minimum radius of curvature of streets on the centerline shall be:

Major street600 feet

Collector street300 feet

Minor street100 feet

Closed-end street100 feet

Between reversed curves on major streets and collector streets there shall be a tangent at least one hundred (100) feet long.

- (12) *Street grades.* Street grades shall conform in general to the terrain and shall be sufficient for adequate surface drainage.
- (13) *Right-of-way widths.* The minimum right-of-way widths for streets, alleys and crosswalkways shall be:

Major street100 feet

Except where a greater or lesser width is called for by the plan for circulation (major street plan).

Marginal access street50 feet

Collector street80 feet

Minor street60 feet

Closed-end street60 feet

(Turnaround right-of-way diameter, 100 feet)

Alley20 feet

Crosswalkway10 feet

- (14) *Roadway and sidewalk widths.* The minimum roadway widths for streets and alleys and the minimum sidewalk widths for streets and crosswalkways shall be:
Major streetAs called

for by the plan for circulation (major street plan) or otherwise determined by the governing body or agency responsible for construction

Marginal access street20 feet

Collector street36 feet

(If a divided street, two 18 foot roadways)

Minor street26 feet

Closed-end street26 feet

(Turnaround roadway diameter, 80 feet)

Alley20 feet

Collector street sidewalk5 feet

Other sidewalk4 feet

(15) *Curb radii.* Curb radii shall be not less than twenty (20) feet. Where an angle of intersection of less than sixty (60) degrees is permitted, curb radii shall be increased as necessary to insure safety.

(C) *Blocks.*

- (1) *Size and shape of blocks.* The lengths, widths and shapes of blocks shall be determined with consideration of the limitations and opportunities of topography, the provision of building sites suitable to the intended uses and the need for convenient access, circulation, control of and safety from street traffic. In general, block lengths shall not exceed one thousand two hundred (1,200) feet and block lengths shall not be less than five hundred (500) feet; provided, however, that where site conditions make longer blocks necessary or desirable, such blocks may be as long as one thousand six hundred (1,600) feet.
- (2) *Crosswalkways.* Pedestrian crosswalkways shall be provided across blocks longer than eight hundred (800) feet. Crosswalkways shall also be provided where necessary for convenient access to schools, playgrounds, shopping centers and other community facilities.
- (3) *Blocks on major street.* Where the proposed subdivision is adjacent to or contains a major street, the long dimensions of the blocks shall be parallel, or approximately parallel, to the major street.
- (4) *Blocks for commercial or industrial use.* Blocks intended for commercial or industrial use shall be designed specifically for such use, with consideration of off-street loading and unloading and off-street parking facilities and access thereto.

(D) *Lots.*

- (1) *Size and shape of lots.* The size, width, depth, shape and orientation of lots and the minimum building setback lines shall be appropriate to the location of the subdivision and the type of development and use contemplated. Every lot shall contain a suitable building site.
- (2) Lots for residential use shall be at least sixty (60) feet wide at the building setback line except for the R-1-5 (residential) zoning district which may be fifty (50) feet wide at the building setback line and shall contain at least the following:
 - (a) Where served by the municipal or an approved private water supply system and sanitary sewerage system: 7,500 square feet except for R-1-5 (residential) zoned property where the square feet may be reduced to five thousand (5,000) square feet.
 - (b) Where served by the municipal or an approved private water supply system but not by the municipal or an approved private sanitary sewerage system: 15,000 square feet
 - (c) Where served by neither the municipal or an approved private water supply system nor sanitary sewerage system: 30,000 square feet
 - (e) Zero lot line and town home subdivision developments shall be served by the municipal or an approved private water supply system and sanitary sewerage system. Individual lot widths for these type of developments is allowed at less than thirty-five (35) feet, therefore, when an individual zero lot line lot or town home lot is less than thirty-five (35) feet in width, then the minimum requirement for such a lot to abut a dedicated right-of-way is reduced to width of the lot.
 - (f) Other residential uses permitted in the City of Gulfport Comprehensive Zoning District [Ordinance], section III, Chart of Permitted Uses "RESIDENTIAL" shall meet the specified minimum lot size established in (C) Residence districts. (b) Building site area. The building site area shall be designed to comply with these minimum standards.
 - (g) Commercial and industrial zoned property: The minimal [minimum] square footage will comply with the district regulation as identified in the comprehensive zoning ordinance for the zoning district in which located and shall be not less than the minimal [minimum] square footage required for the proposed development, in so that a circumstance is not created for a need to apply for and receive a variance to these regulations and the comprehensive zoning ordinance.
- (3) *Maximum depth.* The maximum depth of any lot, exclusive of unusable land, shall be three and one-half (3½) times the width of the lot at the building setback line.
- (4) *Lot to abut on a street.* Every lot shall abut upon a dedicated street for at least thirty-five (35) feet. Lots owned by the city or the Harrison County Utility Authority which are used or sought to be used solely for utility purposes and where ingress or egress to the property is provided by way of easement or otherwise shall be exempt from the requirements of this paragraph.
- (5) *Corner lots.* Corner lots for residential use shall be increased in width over the minimum specified herein so that front yard distance can be provided on both streets, and the building setback line shall be so located.
- (6) *Property lines at corners.* Where necessary by reason of curb radii, property lines at street intersection corners shall be arcs having radii of at least ten (10) feet or shall be chords of such arcs.
- (7) *Side lines of lots.* Side lines of lots shall be approximately at right angles or radial to the street line.
- (8) *Double frontage lots.* Double frontage lots will be permitted only where necessary to provide separation of residential development from major streets or to overcome specific disadvantages of topography and orientation. A buffer park strip at least ten (10) feet wide and across which there shall be no right of access shall be provided along the line of lots abutting such major street or disadvantageous use.

(E) *Public spaces.*

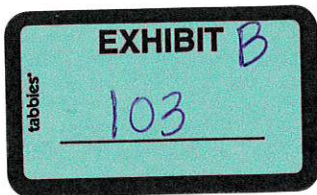
- (1) *Parks, recreation areas and school sites.* Wherever a subdivision embraces a park, a combination playground and elementary school site, a combination playfield and junior high school site, or a combination athletic field and senior high school site, as shown on the plan for community facilities component of the master plan, such park, recreation area or school site shall be platted in the general location and of the size called for by the plan for community facilities.
- (2) *Utility easements.* Where easements are required for public utilities, they shall be at least twelve (12) feet wide, six (6) feet on each side of rear or side property lines of lots. The width of easements shall be increased, or they shall be extended, where necessary to provide space for utility pole bracing or other construction. No new half easement for utilities shall be platted.
- (3) *Drainage easements.* Easements for watercourses, drainage ways or streams shall conform substantially with the lines of such watercourse and shall have such further width or construction, or both, as will be adequate for maintenance. Parallel streets or parkways may be required in connection with open drainage ways.

(F) *Exceptions.*

All minimum required lot size requirements, setback requirements, lot coverage requirements, etc., as specified in this section are not applicable to townhouse and zero lot line residential development as defined in section IV(A)(10), Supplementary Regulations, Townhouse and zero lot line residential uses, of the Comprehensive Zoning Ordinance, City of Gulfport, Mississippi, 1979. The subdivision of any property for such purposes must be approved by the planning commission in accordance with guidelines set forth in the comprehensive zoning ordinance.

(Code 1963, § 23½-5; Ord. No. 2543, § 1, 5-22-07; Ord. No. 2683, § 1, 6-23-10)

- The Developer cannot create a hardship & then ask for a variance or special exemption to the hardship.
- Drainage easement exists across the property at issue.



Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2206PC103

Hearing Date: June 23, 2022

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

TECHNICAL DETAILS

The applicant requests to divide 2.48 acres into 6 new parcels. All lots exceed minimum for lot sizes required by zoning. Lot 1 to contain 18,666.14 square feet, Lot 2 to contain 18,405.02 square feet, Lot 3 to contain 18,398.10 square feet and Lot 4 to contain 18,398.15 square feet, Lot 5 to contain 18,417.08 square feet and Lot 6 to contain 23,337.02 square feet. All newly created lots meet the width requirements set forth by the City of Gulfport Zoning Ordinance. In addition, each newly created lot will abut a dedicated street as required.

However, the city's subdivision regulations requires that the maximum depth of any lot shall be three and one-half (3-1/2) times the width of the lot at the building setback line. These new lots exceed the allowable depth. The minimum depth should be 214.65 feet, the depth of new lots are at 299.99 feet and does not meet the subdivision regulations.

The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel 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 that would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

The request exceeds the lot minimums by at least double the size the requirement. While the city does not have a lot size maximum, density is an important concept to cities. Additionally, the newly proposed lots will need waivers to exist as presented. It could be perceived that the applicant has created this hardship because the applicant could create new lot widths of 85.7 feet and the lots would meet the minimum guidelines without a hardship waiver.

Technical Report

Resubdivision

Any approval should consider these conditions:

1. The Planning Commission grants a hardship waiver to allow the lots to exceed the 3.5 width to depth ratio.
2. Provide separate water and sewer services for each lot. Provide drainage easement along drainage ditch. Coordinate water and sewer connections with Public Works Department.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 6/15/22.

Public Works: No comments as of 6/18/22.

Traffic and Safety: No conditions. Memo dated 5/12/22.

Building Code Services: No comments as of 5/18/22.

GIS: No conditions. Memo dated 5/17/22.

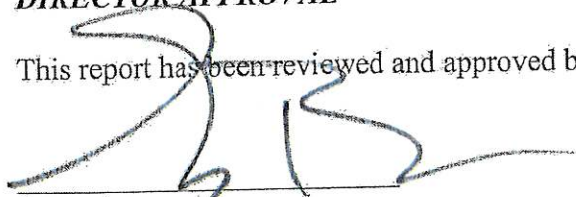
Police Department: No conditions. Memo dated 5/16/22.

Fire Department: No conditions. Memo dated 5/13/22.

City Arborist: Conditions: preserve and protect protected trees on property.
Memo dated 5/13/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

June 23, 2022

To Planning Commission members:

This letter is in reference to the proposed subdivision of property at the corner of Evans Rd and Treelawn Street in Gulfport. The development in question proposes to divide 2 pieces of property into 6 smaller lots for development. We have several areas of concern or objection we would ask this board to carefully consider before you consider a vote on this request. The below are a few of those concerns or objections:

1. The proposed subdivision is not compatible with the surrounding subdivision and properties. The proposed 6 lots are approximately 60 feet wide facing Treelawn Street (5 at 61.33 feet and 1 at 67.33 feet) These properties would be at the entrance to Oak Island subdivision where the lots on Treelawn street average between 90' to 110' and not 60 feet. The proposed subdivision is requesting only a 60' lots on Treelawn and is not consistent with development already approved by the City. Such is a substantial difference and changes the type home that may be built on the lots. We have grave concerns that this will limit the type of house that can be built on these properties and will significantly devalue Gulfport citizens' properties in Oak Island subdivision. At a minimum it will significantly change the character of the neighborhood. If the current property owner desires to develop this property he should be required to make the lots consistent with the adjoining lots already approved by the City, with minimum frontage of 90 to 110 feet. The City should require a more appropriate road footage/lot size of 90' to 110' consistent with the current neighborhood/subdivision. This would allow the developer 4 lots consistent with the surrounding neighborhood/subdivision.
2. Drainage is a serious issue. We are including the drainage maps so you can see that the subdivision drains across the property where the current lots are being proposed. We have seen no drainage proposal indicating how they would resolve the current drainage issues. We believe there must be a drainage study provided AND the drainage must be addressed before any subdivision is allowed to add more homes.
3. There is standing water on the property just as there is the property across the street that the city purchased because of the flow of the water out to the bayou. Has there been a wetlands mitigation plan pulled together for this property? We would also request a grading study be done on these properties to know how much fill will be required. It has been noted by multiple engineers this property is 6-8 feet below the centerline of Treelawn street which will require significant fill dirt (where will all that water go?).
4. Finally, we have seen no utility plan for said lots. The subdivision these lots are being "inserted" into was developed to be an underground utility subdivision and there was no provision to serve these lots in that plan. As you are aware there are certain fees incurred by the developers to make sure all utilities are provided for before lots are sold. We are asking that this developer provide for those underground utilities so that we do not have a pole line along the road frontage to supply utilities to these new lots. This developer should be required to provide underground utilities to match the subdivisions before he is allowed to subdivide and sell these properties.

We are simply asking this commission to make sure this development does not impact the values of our properties and the drainage of the current subdivision. We have enough drainage issues currently



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

For Staff Use Only

Case Number: 2206PC103Date Received: 4-27-22

Receipt Number: _____

Received By: D²

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	0	9	L	-	0	3	-	0	1	0	•	0	0	0
1	0	0	9	L	-	0	3	-	0	0	9	•	0	0	0
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

TAKING 2 LOTS AND SUBDIVING INTO 6 LOTS.

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

Printed Name of Owner
_____Mailing Address

City _____ State _____ Zip code _____

Home Phone _____ Work/Cell Phone _____

Email _____@GMAIL.COM

Signature of Owner

AGENT

Printed Name of Agent
_____Mailing Address

City _____ State _____ Zip code _____

Home Phone _____ Work/Cell Phone _____

Email _____

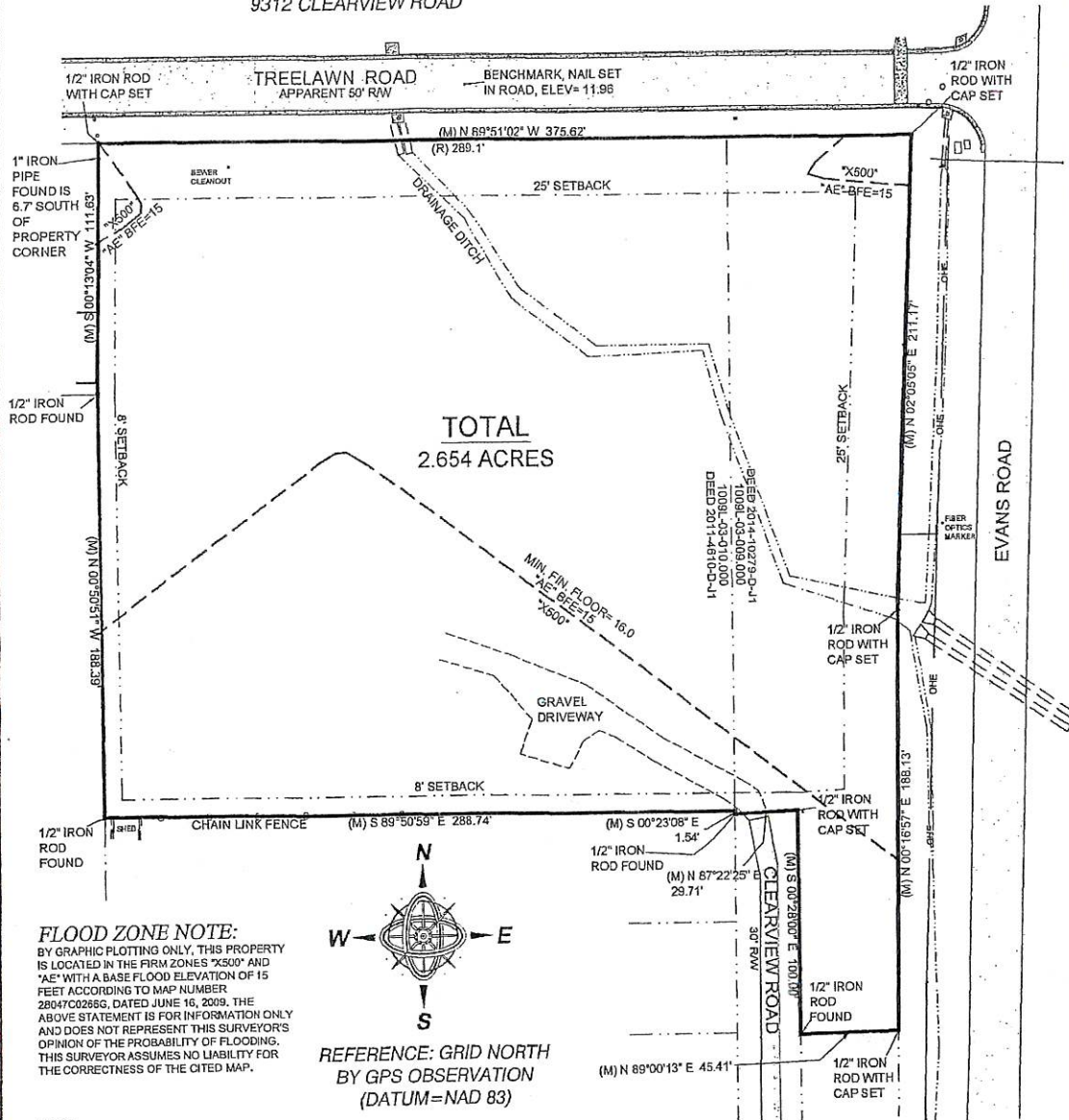
Signature of Agent

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

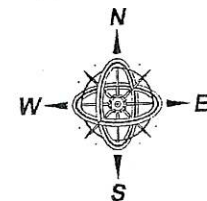
☐

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

A RESUBDIVISION OF A TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NOS. 1009L-03-009.000 AND 1009L-03-010.000, ADDRESS- 9312 CLEARVIEW ROAD



FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "AE" WITH A BASE FLOOD ELEVATION OF 15 FEET ACCORDING TO MAP NUMBER 28047C0286G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECEIVER.
- 2.) STATE PLANT COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SFC (2301 N5 2).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) HARRISON COUNTY TAX MAPS
- 3.) INSTRUMENT NO. 2022-32425-D-11
- 3.) INSTRUMENT NO. 2022-33304-D-11

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN R-1-7.5, SINGLE FAMILY RESIDENTIAL DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT HANDBOOK FOR SETBACKS AND OTHER CRITERIA.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- ▲ SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LATCHMAN MARK FOUND
- APR AS PER SURVEY
- APR AS PER RECORD
- APP AS PER PLAT
- RT IRON ROD FOUND
- RS 1/2" IRON ROD WITH CAP SET
- P.O.B. POINT OF BEGINNING

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

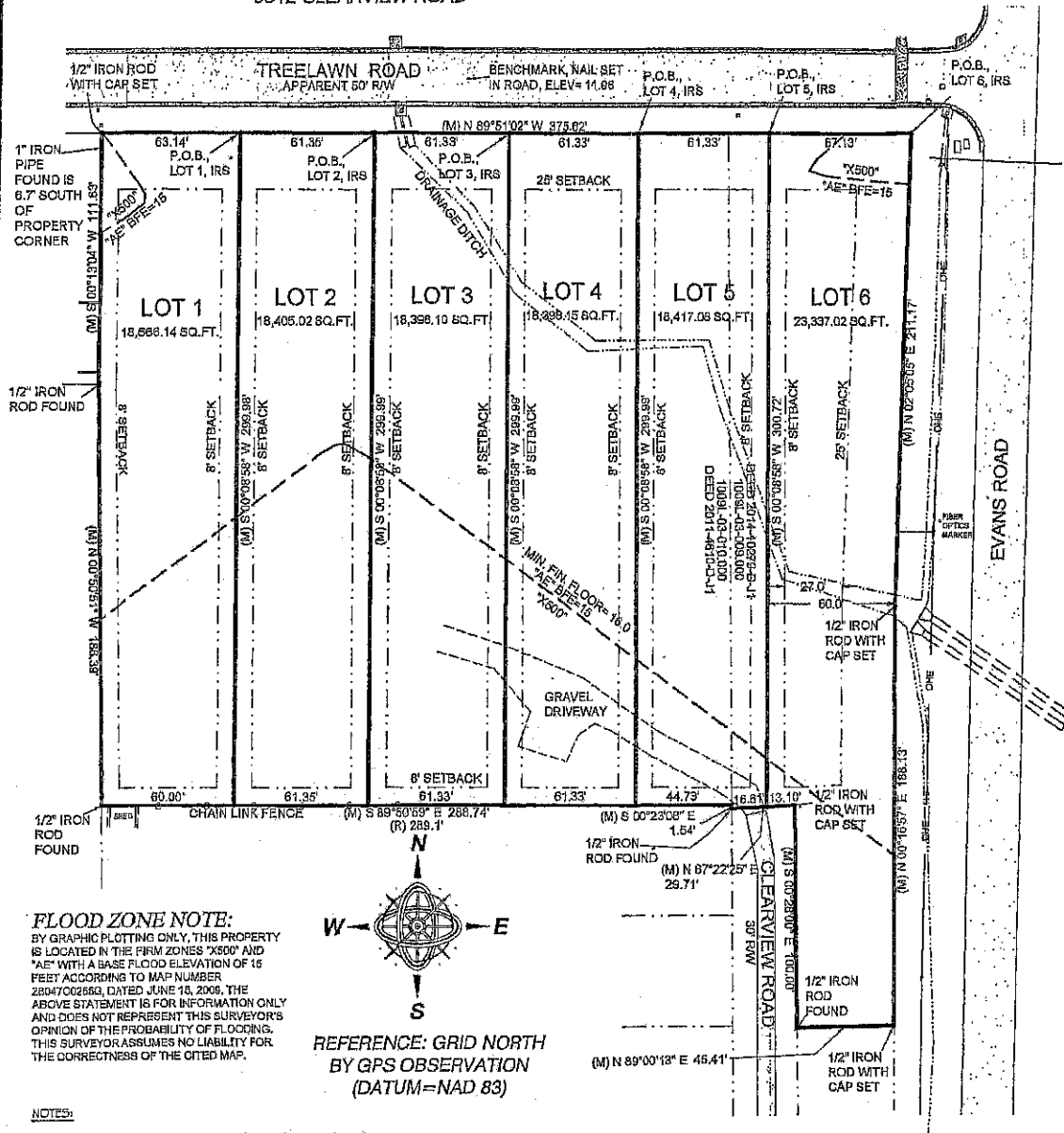
GPS OBSERVATION NOTE

DATE OF FIELD WORK: 4/15/2022
TOPCON HIPER VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NOS. 1009L-03-009.000 AND 1009L-03-010.000, ADDRESS- 9312 CLEARVIEW ROAD



FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "AE" WITH A BASE FLOOD ELEVATION OF 15 FEET ACCORDING TO MAP NUMBER 2804700265Q, DATED JUNE 18, 2008. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPK (2201) M.S. 15.
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-2477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) HARRISON COUNTY TAX MAPS
- 3.) INSTRUMENT NO. 2022-52425-D-1
- 3.) INSTRUMENT NO. 2022-53304-D-1

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN R-1-7.5, SINGLE FAMILY RESIDENTIAL DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICIPAL CODE FOR SETBACKS AND OTHER CRITERIA.

- LEGEND:**
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - SPIKE FOUND
 - SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - UNLAWFUL POST FOUND
 - AS PER SURVEY
 - AS PER RECORD
 - AS PER PLAT
 - IRON ROD FOUND
 - 1/2" IRON ROD WITH CAP SET
 - P.O.B. - POINT OF BEGINNING

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

NOTE:
PROPERTY IS SERVED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 4/15/2022
TOPCON HIPER VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
9312 CLEARVIEW ROAD

1009L-03-010.000 RECORD DESCRIPTION, 2022-33304-D-JI

That certain 1.89 acre parcel of land and property situated in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi; thence westerly a distance of 660.0 feet, more or less, to the extension of the West line of Clearview Road; thence northerly along the extension of and the West line of Clearview Road a distance of 350.0 feet to the POINT OF BEGINNING; thence northerly along the West line of Clearview Road a distance of 300.0 feet to the point of intersection of the South line of Treelawn Road; thence westerly along the South line of Treelawn Road a distance of 289.1 feet to a point; thence southerly and parallel to the West line of Clearview Road a distance of 300.0 feet to a point; thence easterly and parallel to the South line of Treelawn Road a distance of 289.1 feet to the point of beginning; and being the same parcel conveyed to Paula Margaret Cussen Brady by Warranty Deed dated June 21, 1968, recorded in Deed Book 612 at pages 409-410.

1009L-03-009.000 RECORD DESCRIPTION, 2022-32425-D-JI

A parcel of land situated and being located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, with the Westerly margin of Lorraine Road; thence run North 00 degrees 13 minutes 02 seconds East 80.0 feet along the Westerly margin of Lorraine Road to the Northerly margin of Hillcrest Road; thence run South 89 degrees 43 minutes 14 seconds West 329.47 feet along the Northerly margin of Hillcrest Road to the Westerly margin of Evans Road and the Point of Beginning; thence from said Point of Beginning, South 89 degrees 52 minutes 02 seconds West 154.68 feet along the Northerly margin of Hillcrest Road; thence run North 00 degrees 38 minutes 32 seconds West 204.45 feet; thence run South 88 degrees 42 minutes 15 seconds West 150.00 feet; thence run North 00 degrees 38 minutes 05 seconds West 100.0 feet; thence run South 87 degrees 15 minutes 27 seconds West 29.69 feet; thence run North 00 degrees 38 minutes 05 seconds West 301.54 feet to the Southerly margin of Treelawn Road; thence run North 89 degrees 55 minutes 47 seconds East 335.94 feet along the Southerly margin of Treelawn Road to the Westerly margin of Evans Road; thence run South 00 degrees 29 minutes 13 seconds East 601.21 feet along the Westerly margin of Evans Road to the Point of Beginning. Parcel contains approximately 3.72 acres, more or less.

LESS AND EXCEPT

Begin at a point that is 49.213 feet Westerly of and perpendicular to the centerline of the relocation of Eminence Road at State 1 + 126 as shown on the plans for State Project No. 94-9371-00-004-10; from said Point of Beginning run thence North 01 degrees 57 minutes East, a distance of 211.168 feet to the present Southern right-of-way of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of said Treelawn Road, a distance of 200.538 feet; thence run South 09 degrees 25 minutes West, a distance of 130.328 feet; thence run Southwest along the circumference of a circle to the left having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of south 05 degrees 41 minutes West, for a distance of 385.151 feet; thence run South 10 degrees 41 minutes West, a distance of 61.348 feet to a point that is 52.493 feet Northerly of the centerline of the relocation of Hillcrest Road at Station 0 + 987; thence then South 00 degrees 1 minutes West, a distance of 29.298 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 50 minutes West along the present Northern right-of-way line of Hillcrest Road, a distance of 29.820 feet to a Western line of Defendants property; thence run North 00 degrees 39 minutes West along said Westerly property line, a distance of 204.449 feet to a Southern line of Defendants property; thence run South 80 degrees 42 minutes West along the said Southern property line, a distance of 104.698 feet; thence run North 00 degrees 02 minutes East, a distance of 180.130 feet to the Point of Beginning, containing 1.795 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and

LESS AND EXCEPT

Begin at a point of that is 99.425 Westerly of the centerline of survey of State Project No. 94-9371-00-004-10 at Station 5 + 420; from said Point of Beginning; run thence Northeasterly along the circumference of a circle to the right having a radius of 2963.219 feet, an arc distance of 385.423 feet, said arc having a chord bearing of North 05 degrees 41 minutes East, for a distance of 385.151 feet; thence run North 09 degrees 23 minutes East along a line that is parallel with and 99.425 feet Northwest of the centerline of survey of said project, a distance of 130.320 feet to the present Southern right-of-way line of Treelawn Road; thence run North 89 degrees 56 minutes East along the present Southern right-of-way line of Treelawn Road, a distance of 40.704 feet to the present Western right-of-way of Evans Road; thence run South 00 degrees 29 minutes East along the present Western right-of-way line of Evans Road, a distance of 601.211 feet to the present Northern right-of-way line of Hillcrest Road; thence run South 89 degrees 53 minutes West along the present Northern right-of-way line of Hillcrest Road, a distance of 124.859 feet; thence run North 00 degrees 14 minutes East, a distance of 29.298 feet; thence run North 10 degrees 44 minutes East, a distance of 61.348 feet to the point of beginning, containing 1.269 acres, more or less, and being situated in and a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: CARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

SHEET 3 OF 5

A RESUBDIVISION OF A TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, INTO LOTS 1,2,3,4,5 AND 6. SAID
PARCELS BEING REFERRED TO AS TAX PARCEL NOS.
1009L-03-009.000 AND 1009L-03-010.000, ADDRESS-
8312 CLEARVIEW ROAD

**LEGAL DESCRIPTIONS OF LOTS
CREATED BY THIS SUBDIVISION:**

LEGAL DESCRIPTION: LOT 1

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 312.47' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 63.14' TO AN IRON ROD SET; THENCE S00°13'04"W 111.63' TO AN IRON ROD FOUND; THENCE S00°50'51"E 189.29' TO AN IRON ROD FOUND; THENCE S89°50'59"E 60.00'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,868.14 SQUARE FEET.

LEGAL DESCRIPTION: LOT 2

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 251.12' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.35' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.35'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,405.02 SQUARE FEET.

LEGAL DESCRIPTION: LOT 3

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 189.79' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.33'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,398.10 SQUARE FEET.

LEGAL DESCRIPTION: LOT 4

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 128.46' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 61.33'; THENCE N00°08'58"E 299.99' TO THE POINT OF BEGINNING, CONTAINING 18,398.15 SQUARE FEET.

LEGAL DESCRIPTION: LOT 5

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 67.13' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'02"W 61.33' TO AN IRON ROD SET; THENCE S00°08'58"W 299.99'; THENCE S89°50'59"E 44.73'; THENCE S00°23'08"E 1.54' TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF CLEARVIEW ROAD; THENCE ALONG THE NORTH MARGIN OF CLEARVIEW ROAD, N87°22'25"E 16.61'; THENCE N00°08'58"E 300.72' TO THE POINT OF BEGINNING, CONTAINING 18,417.08 SQUARE FEET.

LEGAL DESCRIPTION: LOT 6

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT AN IRON ROD SET AT THE INTERSECTION OF THE WEST MARGIN OF EVANS ROAD WITH THE SOUTH MARGIN OF TREELAWN ROAD; THENCE ALONG SAID SOUTH MARGIN OF TREELAWN ROAD, N89°51'02"W 67.13'; THENCE S00°08'58"W 300.72' TO THE NORTH MARGIN OF CLEARVIEW ROAD; THENCE ALONG THE NORTH MARGIN OF CLEARVIEW ROAD, N87°22'25"E 13.10'; THENCE ALONG THE EAST MARGIN OF CLEARVIEW ROAD, S00°26'00"E 100.00' TO AN IRON ROD FOUND; THENCE N89°00'13"E 45.41' TO AN IRON ROD SET ON THE WEST MARGIN OF EVANS ROAD; THENCE ALONG SAID WEST MARGIN OF EVANS ROAD, N00°18'57"E 188.13' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID WEST MARGIN OF EVANS ROAD, N02°05'05"E 211.17' TO THE POINT OF BEGINNING, CONTAINING 23,337.02 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 18276.dwg

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 8-48 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 TAX PARCEL # 1009L-03-009.000 AND 1009L-03-010.000, LOCATED IN THE CITY OF GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF TREELAWN ROAD AND ON THE WEST SIDE OF EVANS ROAD, THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

1009L-03-009.000 AND 1009L-03-010.000. THE CASE FILE NUMBER IS _____

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT GARLON PEMBERTON IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 27 DAY OF April, 2022.



GARLON PEMBERTON

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:

GARLON PEMBERTON

THIS _____ DAY OF _____, 2022.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED GARLON PEMBERTON WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

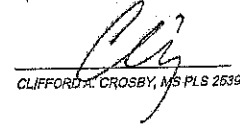
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.

WITNESS MY SIGNATURE AND SEAL THIS 26 DAY OF April, 2022.


CLIFFORD A. CROSBY, MS PLS 2539

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE _____ DAY OF _____, 2022.

BY: _____
KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: _____
GREG HOLMES
THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR



CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2022.

ATTEST:

BRITTANY RODGERS
THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV
THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 2022.

BILLY HEWES
THE CITY OF GULFPORT'S MAYOR

PREPARED BY:

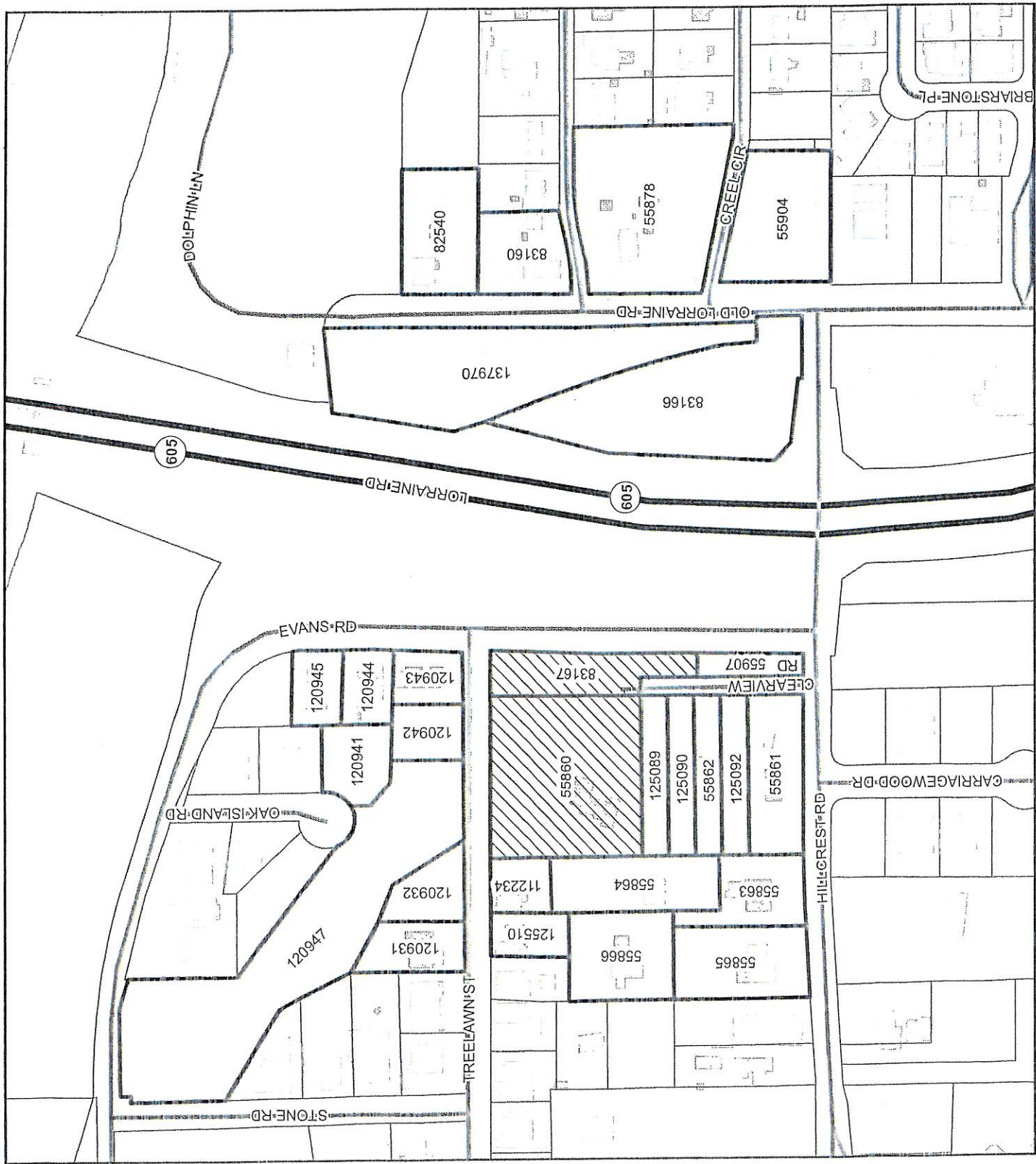
CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: GARLON PEMBERTON
DATE OF FIELD SURVEY: 4/15/2022
DRAWN BY: CAC
JOB NUMBER: 16276.dwg

RE: Resubdivision 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, Tree Lawn St, Zoned R-1-7.5 (Single-family), Ward 4 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, June 23, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, June 23, 2022**. 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.



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.

Judgment in Harrison County entered on behalf of plaintiff as lower landowner in the amount of \$170,000 upheld on appeal for alteration of natural drainage by the upper landowner.

EXHIBIT C

103

Mississippi Gulf Properties, LLC v. Eagle Mechanical, Inc., 98 So.3d 1097 (2012)

98 So.3d 1097

Court of Appeals of Mississippi

MISSISSIPPI GULF PROPERTIES, LLC and
Gulfport Capital, LLC d/b/a Champion Chrysler-
Jeep-Dodge, Appellants/Cross-Appellees

v.

EAGLE MECHANICAL, INC., and Michael
Dodson, Individually, Appellees/Cross-Appellants.

No. 2011-CA-00139-COA.

Sept. 11, 2012.

Synopsis

Background: Lower landowner brought action against adjacent property owner for flood damage, alleging adjacent property owner had altered the natural drainage. Following a jury trial, the Circuit Court, Harrison County, Roger T. Clark, J., entered judgment for plaintiff in the amount of \$170,000. Defendant appealed, and plaintiff cross-appealed.

Holdings: The Court of Appeals, Fair, J., held that:

[1] Circuit Court's decision to allow lower landowner's expert real estate appraiser to testify as to the before and after value of property did not constitute an abuse of discretion;

[2] whether adjacent property owner made a reasonable effort to minimize resulting harm to lower landowner when adjacent property owner altered the natural drainage was for the jury;

[3] adjacent property owner's right to alter the natural drainage on its land was qualified by the need to make a reasonable effort to minimize the resulting harm to lower landowners;

[4] city was not liable to lower landowner for flood damage;

[5] adjacent property owner's argument that jury had insufficient proof of damages was insufficient to overcome the presumption that the judgment in favor of lower landowner was correct;

[6] doctrine of judicial estoppel did not preclude the admission at second trial for flood damages a list of items allegedly lost by lower landowner in flood, that differed from a list offered by lower landowner at first trial; and

[7] Circuit Court's refusal of adjacent property owner's jury instruction, offered to instruct the jury on lower landowner's duty to mitigate flood damage, did not constitute an abuse of discretion.

Affirmed.

West Headnotes (33)

[1] Appeal and Error

⚙ Judgment

Whether or not the trial court erred in granting a mistrial on property owner's action for damages against adjacent property owner for flood damages, it was rendered moot by a subsequent trial on the merits before a different judge and jury, and thus, was not subject to appeal.

Cases that cite this headnote

[2] Appeal and Error

⚙ Mootness

Interlocutory rulings of the trial court that are rendered moot by a subsequent trial on the merits cannot be appealed.

Cases that cite this headnote

[3] Evidence

⚙ Real property in general

Trial court's decision to allow lower landowner's expert real estate appraiser to testify as to the before and after value of property that became subject to flooding after adjacent landowner changed the natural drainage did not constitute an abuse of discretion, even though there could have been some doubt as to the reliability of expert's

methodology, and evidence existed to dispute expert's conclusions regarding the extent of damage to property owner's building and the utility of the flooded land, where expert's status as an expert in real estate appraisal was never contested, and adjacent property owner was free to cross-examine expert.

1 Cases that cite this headnote

[4] **Damages**

⚙ Permanent and continuing injuries

The "before and after rule" is generally used to value damages for permanent injury to real property.

Cases that cite this headnote

[5] **Evidence**

⚙ Necessity and sufficiency

Where an expert admits that no basis satisfying the accepted criteria for that profession exists for an opinion, the opinion should be excluded.

Cases that cite this headnote

[6] **Damages**

⚙ Buildings or other improvements

Buildings, as opposed to bare land, can be valued through the cost approach, which does not rely on comparable sales, for purposes of valuing damages for permanent injury to the property.

Cases that cite this headnote

[7] **Evidence**

⚙ Sales of other property in general

Witnesses

⚙ Value of property

The trial judge has wide discretion in allowing testimony of comparable sales in a case involving damages to real property, and the Supreme Court encourages the judge to allow liberal cross-examination to permit testing of the true utility of the comparable sales.

Cases that cite this headnote

[8] **Appeal and Error**

⚙ Admission or exclusion of evidence in general

Appeal and Error

⚙ Expert Evidence and Witnesses

The standard of review for the trial court's admission or suppression of evidence, including expert testimony, is abuse of discretion.

1 Cases that cite this headnote

[9] **Water Law**

⚙ Hearing

Whether adjacent landowner made a reasonable effort to minimize resulting harm to lower landowner when adjacent landowner altered the natural drainage, which resulted in an increase in runoff onto lower landowner's property, was for the jury in action by lower landowner seeking to recover for flood damage.

Cases that cite this headnote

[10] **Water Law**

⚙ Artificial drainage or discharge in general

Adjacent property owner's right to alter the natural drainage on its land was qualified by the need to make a reasonable effort to minimize the resulting harm to lower landowners.

Cases that cite this headnote

[11] **Appeal and Error**

⚙ De novo review

The Court of Appeals reviews the denial of a directed verdict de novo; if the Court finds that the evidence favorable to the non-moving party and the reasonable inferences drawn therefrom present a question for the jury, the motion should not be granted.

Cases that cite this headnote

[12] **Water Law**

☞ Nature and extent of rights granted in general

City, which had taken a drainage easement over adjacent properties, was not liable to lower landowner for flood damage, absent any contention that the flooding was caused by disrepair of the easement attributable to the city.

Cases that cite this headnote

[13] **Water Law**

☞ Evidence

Water Law

☞ Review

Adjacent landowner's argument that jury had insufficient proof of damages because lower landowner's expert real estate appraiser did not elaborate on the comparable sales used in his appraisal was insufficient to overcome the presumption that the judgment in favor of lower landowner was correct, absent any authority holding that the details of the comparable sales were required to be presented to the jury at trial on lower landowner's claim for flood damages.

Cases that cite this headnote

[14] **Appeal and Error**

☞ Judgment in General

There is a presumption that the judgment of the trial court is correct, and the burden is on the appellant to demonstrate some reversible error to the appellate court.

Cases that cite this headnote

[15] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

The doctrine of judicial estoppel did not preclude the admission at second trial for

flood damages a list of items allegedly lost by lower landowner in flood, that differed from a list offered by lower landowner at first trial; first trial was not a prior action, but an abortive trial of the same action, and even if it had been a different action with different parties, lower landowner attributed the differences in the lists to conservative estimates and an inability to locate supporting documentation for some of the items he had lost in flood.

Cases that cite this headnote

[16] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

The theory of "judicial estoppel" is a doctrine of law applied by a trial court to a situation where a party asserts one position in a prior action or pleading but then seeks to take a contrary position to the detriment of the party opposite.

Cases that cite this headnote

[17] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

The doctrine of "judicial estoppel," a doctrine of law applied by a trial court to a situation where a party asserts one position in a prior action or pleading but then seeks to take a contrary position to the detriment of the party opposite, generally does not apply to false statements which were made without full knowledge of the applicable facts.

Cases that cite this headnote

[18] **Estoppel**

☞ Claim inconsistent with previous claim or position in general

When judicial estoppel does not apply, the opposing party's remedy is cross-examination on the inconsistent testimony.

Cases that cite this headnote

[19] **Appeal and Error**

⚙ Defects, objections, and amendments

Adjacent landowner was procedurally barred from arguing on appeal that the trial court erred in allowing lower landowner to argue for an amount of flood damage higher than its expert's estimation, and that the jury's verdict was unsupported by the evidence because its award exceeded the valuation chosen by expert, absent a showing of any relevant authority in support of its argument.

Cases that cite this headnote

[20] **Appeal and Error**

⚙ Defects, objections, and amendments

Adjacent landowner was procedurally barred from arguing on appeal that the trial court erred in allowing lower landowner to testify at trial on his claim for flood damage that he had moved his business to property he had purchased in another county, on the basis the testimony was unnecessary and prejudicial, absent a showing of any relevant authority in support of its argument.

Cases that cite this headnote

[21] **Water Law**

⚙ Instructions

Trial court's refusal of adjacent landowner's jury instruction, offered to instruct the jury on lower landowner's duty to mitigate flood damage, did not constitute an abuse of discretion, where the trial court gave another mitigation instruction which more accurately stated the law.

Cases that cite this headnote

[22] **Trial**

⚙ Authority to instruct jury in general

Jury instructions are within the discretion of the trial court.

Cases that cite this headnote

[23] **Water Law**

⚙ Instructions

Trial court's refusal of adjacent landowner's jury instruction, offered to instruct the jury that it could not award attorney fees or a penalty against adjacent landowner, did not constitute an abuse of discretion, where other jury instructions instructed the jury that it could award damages only for diminution in the value of property and lost materials due to flood, advised the jury as to mitigation, and that the jury could not find the lower landowner's land or building to be a total loss if there were still useable.

Cases that cite this headnote

[24] **Water Law**

⚙ Instructions

Trial court's refusal of adjacent landowner's jury instruction, offered to instruct the jury that it should find for adjacent landowner on lower landowner's flood damages claim if adjacent landowner's development of its property was not unreasonable, did not constitute an abuse of discretion; the jury was properly instructed on the reasonableness standard through other instructions.

Cases that cite this headnote

[25] **Negligence**

⚙ Adoption, existence or abolition of doctrine

The law in Mississippi allows for comparative **negligence**, rather than contributory **negligence**.

Cases that cite this headnote

[26] **Negligence**

⚙ In general; foreseeability of other cause

A "superseding cause" must, by definition, occur after the **negligent** act of the defendant.

Cases that cite this headnote

[27] **Water Law**

⚡ Punitive damages

Adjacent landowner's failure to heed lower landowner's warning that by grading and paving its property, adjacent landowner would cause lower landowner's property to flood, did not amount to malice or gross negligence, as required to direct a verdict for punitive damages against adjacent landowner; lower landowner was not an engineer, and while his warning proved to be correct in hindsight, it was just a lay opinion, and there was drainage in place that just proved to be inadequate.

Cases that cite this headnote

[28] **Damages**

⚡ Nature and Theory of Damages

Additional to Compensation

Mississippi law does not favor punitive damages; they are considered an extraordinary remedy and are allowed with caution and within narrow limits.

Cases that cite this headnote

[29] **Damages**

⚡ Grounds for Exemplary Damages

The kind of wrongs to which punitive damages are applicable are those which, besides the violation of a right or the actual damages sustained, import insult, fraud, or oppression and not merely injuries, but injuries inflicted in the spirit of wanton disregard for the rights of others.

Cases that cite this headnote

[30] **Damages**

⚡ Grounds for Exemplary Damages

In order to warrant the recovery of punitive damages, there must enter into the injury some element of aggression or some coloring of insult, malice or gross negligence, evincing ruthless disregard for the rights of others, so as to take the case out of the ordinary rule,

under which punitive damages are considered an extraordinary remedy and are allowed with caution and within narrow limits.

Cases that cite this headnote

[31] **Interest**

⚡ Torts; wrongful death

Trial court's denial of lower landowner's request for prejudgment interest on flood damage award did not constitute an abuse of discretion; the damages were unliquidated and the denial of liability for flood damage to lower landowner's property was not frivolous or in bad faith.

Cases that cite this headnote

[32] **Interest**

⚡ Prejudgment Interest in General

Interest

⚡ Liquidated or unliquidated claims in general

A trial court may award prejudgment interest provided certain conditions are met, but is not required to do so; prejudgment interest may be allowed in cases where the amount due is liquidated when the claim is originally made or where the denial of a claim is frivolous or in bad faith.

Cases that cite this headnote

[33] **Appeal and Error**

⚡ Prejudgment interest

The trial court's decision on prejudgment interest is reviewed for an abuse of discretion.

Cases that cite this headnote

Attorneys and Law Firms

*1100 Virgil G. Gillespie, Gulfport, attorney for appellants.

*1101 Mariano Javier Barvie, Gulfport, attorney for appellees.

Before IRVING, P.J., RUSSELL and FAIR, JJ.

Opinion

FAIR, J., for the Court:

¶ 1. This is an appeal from a jury verdict in a drainage case. Michael Dodson was awarded \$170,000 for flood damage stemming from the paving of adjacent property owned by Champion Chrysler.¹ Champion appeals, and Dodson cross-appeals. Finding no error, we affirm the trial court's judgment.

FACTS

¶ 2. Champion and Dodson owned adjacent properties on Pass Road in Gulfport. In 2001, Champion expanded its car dealership by filling and paving approximately 1.8 acres of previously undeveloped lowland on its lot. The lowland was adjacent to Dodson's property, and it had operated as a natural detention area, absorbing rain and holding runoff from surrounding areas. There was a ditch through the 1.8 acres that held excess water and drained it through a culvert under a warehouse building on Dodson's property. About a year before the Champion property was paved, Champion's predecessor in title granted the City of Gulfport a drainage easement over the ditch and surrounding area. The City placed a pipe with several raised inlets in the ditch and tied it to the culvert under Dodson's warehouse.

¶ 3. Before it was paved, the 1.8 acres was graded and filled significantly in places. In addition to the fill dirt, the asphalt paving and limestone base added about six inches to the elevation. Overall, the Champion property was raised between three and five feet at some points along Dodson's property line. The contractor testified that he graded the Champion property so it would drain into the inlets installed by the City.

¶ 4. The paving eliminated water retention on the Champion property and left the surface impervious, increasing runoff onto Dodson's lot. Dodson's warehouse building, also used as an HVAC fabrication facility, was located near the property line. It stood in the natural

course of drain flow, but the drain pipe under the building had always been sufficient to carry away runoff when Champion's 1.8 acres was in its natural condition. After the paving, the warehouse began flooding during heavy rains—approximately seven or eight times per year. This caused extensive damage to the building and prevented it from being used for either storage or manufacture of HVAC components. Dodson testified that he also lost equipment and stored materials during the first flood, which he valued at \$20,169.13. His appraiser, Mike Garvey, testified that the flooding had diminished the Dodson property value by either \$144,000 or \$157,000, depending on the approach used to value the property prior to the flooding.

¶ 5. Dodson contended Champion was liable for the damage to his property because it had unreasonably altered the natural drainage. The jury agreed and returned a verdict for \$170,000. Champion appeals, and Dodson cross-appeals.

DISCUSSION

¶ 6. On direct appeal, Champion enumerates eighteen issues. For the purposes of *1102 clarity and economy we have consolidated some of them.

1. Mistrial

[1] ¶ 7. Dodson filed this lawsuit in January 2003. In 2007, the first trial ended in a mistrial. This appeal followed a second trial, which was held in September 2010.

¶ 8. Champion now contends that the trial court erred in granting the 2007 mistrial. According to Champion, the trial court had no good reason to grant a mistrial and, in the process, denied Champion the advantages it had gained during the first trial. Without any real supporting argument, Champion contends that the original trial judge, the Honorable Jerry Terry, must have been biased in favor of Dodson, whose wife is the Honorable Lisa Dodson. Judges Dodson and Terry served as circuit judges in the same district. We note, however, that Champion offered no objection to Judge Terry presiding over the trial until after the adverse ruling.

[2] ¶ 9. Further discussion of this assignment of error would be academic, as the subsequent retrial has left this

issue moot. Interlocutory rulings of the trial court that are rendered moot by a subsequent trial on the merits cannot be appealed. *See Gibson v. Wright*, 870 So.2d 1250, 1254 (¶ 8) (Miss.Ct.App.2004). Even if we were to find that the trial court erred in granting the mistrial, we do not see how any relief can be afforded as the case has already been retried before a different circuit judge and a different jury.

2. Admissibility of Dodson's Appraisal

[3] ¶ 10. In its second issue, Champion contends the trial court erred in admitting the testimony of Mike Garvey, Dodson's appraiser. Garvey determined the values of Dodson's property before and after it began flooding. His status as an expert in real-estate appraisal and the relevance of his testimony are not disputed. Instead, Champion attacks the methodology employed by Garvey, specifically his appraisal of the after value. According to Champion, Garvey's opinion should have been excluded by the trial court under *Gulf South Pipeline Company v. Pitre*, 35 So.3d 494 (Miss.2010).

¶ 11. In *Pitre*, the Mississippi Supreme Court recognized that there are three accepted methods for determining the fair market value of real property: "(1) the cost approach, (2) the income-capitalization approach, and (3) the market-data or comparative-sales approach." *Id.* at 498 (¶ 6).

[4] ¶ 12. *Pitre* was an eminent domain case where land was taken for a buried gas pipeline. The expert there used the comparable sales method to determine the value of the property in its before condition. The specific issue was the diminution in value of the portion of the property that was not taken, i.e., how the presence of the pipeline would affect the market value of the rest of the property. This is determined by the "before and after rule," which is generally used to value damages for permanent injury to real property. *See Copiah Dairies, Inc. v. Addikson*, 247 Miss. 327, 153 So.2d 689, 693 (1963).

[5] ¶ 13. The expert in *Pitre* first appraised the property before the taking, then assigned diminution percentages to the remainder not taken for the pipeline—twenty percent for the house, fifteen percent for the land, and so forth. *Pitre*, 35 So.3d at 496–97 (¶ 2). In setting these values, the appraiser "offered no pretense that he was following any recognized method or procedure acceptable in the appraisal industry, and he admitted he was not relying on peer-reviewed articles or industry publications." *Id.* at 499

(¶ 9). *1103 His testimony that there were no comparable sales of property affected by buried gas pipelines was contradicted both by the record and judicial knowledge. *Id.* The supreme court concluded that the expert's opinion was "purely subjective, little more than rank speculation." *Id.* at 499–500 (¶ 10). "Where an expert admits that no basis satisfying the accepted criteria for that profession exists for an opinion, the opinion should be excluded." *Id.* at 499 (¶ 10).

¶ 14. In this case, Garvey admitted to no unreliability or arbitrariness in his methodology.² Garvey testified that he followed the familiar "before and after rule," appraising Dodson's property, first as if it were not flooding and then in its actual condition. Based on his inspection, Garvey concluded that the warehouse building was unuseable. He also found that the land under the building, because it flooded regularly, could no longer be put to productive commercial use. Garvey assigned that land a nominal value of \$500. He then recalculated the value of the property without the contributing value of the building and flooded land, and concluded the Dodson property had lost \$142,000 in value under the sales comparison approach.

[6] ¶ 15. Champion takes issue with this methodology. Its contention, first and foremost, is that *Pitre* requires an appraiser to find comparable sales. We do not agree. First, buildings, as opposed to bare land, can be valued through the cost approach (which does not rely on comparable sales). As to the underlying land, in *Pitre*, the supreme court discussed the diminution in value of an entire parcel based on its proximity to an underground gas pipeline. The adverse effect of the pipeline on the property value was said to stem from a subjective, perhaps irrational fear of the underground pipeline by potential home buyers. The expert in *Pitre* admitted that this could not be quantified in a scientific way except by comparable sales, which he did not employ, even though there was both evidence in the record and judicial knowledge that comparable sales existed and could have been used. In today's case, Garvey did not use comparable sales of flooding land. However, he testified that the portion of the land that flooded could not be used for the commercial purposes that constituted the highest and best use of the overall lot. The flooded area made up only about ten percent of the total property. Garvey concluded that it would therefore contribute no value to the lot and that the value of the overall property could be determined by

comparing its usable portion to sales of land that did not flood (i.e., the same comparables that were used for the “before” comparison). Thus, Garvey did use comparable sales for the land portion of the analysis—the real question presented by Champion is whether they were comparable enough.

[7] ¶ 16. “The trial judge has wide discretion in allowing testimony of comparable sales, and [the Mississippi Supreme Court] encourages the judge to allow liberal cross-examination to permit testing of the true utility of the comparable sales.” *Miss. Transp. Comm’n v. Fires*, 693 So.2d 917, 923 (Miss.1997).

¶ 17. We agree with Champion that there could be some doubt as to the reliability of Garvey’s methodology. In our judgment, however, Garvey’s methods are not as manifestly arbitrary as those employed *1104 by the expert in *Pitre*. Also unlike *Pitre*, Garvey testified that he was following a methodology that is accepted and recognized by the appraisal industry. Garvey’s status as an expert in real estate appraisal was never contested.

¶ 18. We also admit that there is evidence to dispute Garvey’s conclusions regarding the extent of the damage to the building and the utility of the flooded land. However, the remaining utility of the property was a question of fact. To this end, the trial court gave the jury an instruction, offered by Champion, that it could not find the land and building to be a total loss if they still retained some use.

¶ 19. Champion has also contended that Garvey’s opinion should have been excluded because Garvey apparently was unaware the warehouse building’s carport was a recent addition, having been added around the time when the flooding began.³ No authority is cited to support this specific proposition. Champion was free to cross-examine Garvey to bring this issue with his appraisal to the jury’s attention.

[8] ¶ 20. The “standard of review for the trial court’s admission or suppression of evidence, including expert testimony, is abuse of discretion.” *Tunica County v. Matthews*, 926 So.2d 209, 212 (¶ 5) (Miss.2006). Having reviewed the record, we cannot conclude that it clearly shows the trial court’s decision to allow Garvey’s testimony was an abuse of discretion. In cases like this, it falls on the opposing party to convince the jury

of the weaknesses in an expert’s approach. “Vigorous cross-examination, presentation of contrary evidence, and careful instruction on the burden of proof are the traditional and appropriate means of attacking shaky but admissible evidence.” *Hyundai Motor Am. v. Applewhite*, 53 So.3d 749, 754 (¶ 14) (Miss.2011) (quoting *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 596, 113 S.Ct. 2786, 125 L.Ed.2d 469 (1993)). This issue is without merit.

3. Directed Verdict

[9] [10] ¶ 21. Champion next contends that the trial court should have directed a verdict in its favor. Its argument can be reduced to three major thrusts: first, that Dodson’s warehouse building caused the flooding by obstructing the natural course of drainage; second, that the City of Gulfport’s easement for drainage over the Champion property made it responsible for the flooding damage; and finally that Garvey’s testimony before the jury (as opposed to voir dire testimony establishing credentials and methodology) failed to establish a sufficient basis for his appraisal.

¶ 22. In *Hall v. Wood*, 443 So.2d 834 (Miss.1983), the Mississippi Supreme Court tackled what it later called the “confused state of the law dealing with water and drainage cases.” See *Miss. State Highway Comm’n v. Wood*, 487 So.2d 798, 803 (Miss.1986). The court noted that its prior pronouncements were “not wholly consistent one with the other.” *Hall*, 443 So.2d at 840. Without belaboring the point, Champion relies on cherry-picked language from some of those inconsistent prior pronouncements. Acknowledging those cases, *Hall* establishes a “reasonable use” standard for property use and drainage:

[U]pper landowners ... are entitled to make reasonable use of their land. Where there is a reasonable likelihood of damage to the property of lower landowners, however, upper landowners are required to do whatever is reasonable to minimize the damage. The fact that some damage nevertheless occurs to the *1105 lower landowners does not render the upper landowner liable. On the other hand, where the upper landowner has done nothing in an effort to ameliorate the adverse effect on lower landowners

and where the damage is in fact substantial, and further where the development activities of the upper landowner are a major proximate cause of that damage, the lower landowners are entitled to damages and/or injunctive relief as may be appropriate.

Id.

[11] ¶ 23. We review the denial of a directed verdict de novo. *Windmon v. Marshall*, 926 So.2d 867, 872 (¶ 20) (Miss.2006). “If the Court finds that the evidence favorable to the non-moving party and the reasonable inferences drawn therefrom present a question for the jury, the motion should not be granted.” *Entergy Miss., Inc. v. Bolden*, 854 So.2d 1051, 1055 (¶ 7) (Miss.2003).

¶ 24. As Champion points out, the existing drainage under the Dodson building required Champion's property to detain a significant amount of water in the event of a twenty-five-year rain—2.4 acre feet before it was paved and 3.0 acre feet afterwards. However, the warehouse building predated not only the paving of Champion's 1.8 acres, but, apparently, the paving of the rest of the dealership and other surrounding land that drained into the 1.8 acres and then under the warehouse building. There was lay testimony that before it was paved, the 1.8 acres was known to hold significant amounts of water that slowly drained through Dodson's property. The 1.8 acres was described as natural detention area. Dodson's engineer testified that Champion should have done a drainage study prior to the paving, and that if Champion had recognized the need, it could have constructed a detention system under the parking lot or arranged for additional drainage over an alternative route. There was also testimony that Champion did a poor job grading the lot to direct water into the piping installed by the City and that Champion had blocked some of the piping's inlets.

¶ 25. We agree that Mississippi law does not place a burden on Champion to detain runoff. However, there appears to be no dispute that the Champion property naturally detained and delayed runoff. Under *Hall*, Champion's right to alter the natural drainage or increase runoff from its land is qualified by the need to make a reasonable effort to minimize the resulting harm to lower landowners. Taking the evidence in a light most favorable to Dodson, we find a jury question as to reasonableness.

[12] ¶ 26. Champion also contends that the City of Gulfport had assumed responsibility for the drainage when it took an easement over part of the Champion and Dodson properties for drainage. However, the only authority cited by Champion to support this proposition concerns the maintenance and repair of easements. It has never been contended that the flooding was caused by disrepair attributable to the City. Instead, Champion argues that the City is solely responsible because the capacity of the drains was exceeded. We find no merit to this argument.

[13] [14] ¶ 27. Champion's final argument is that the jury had insufficient proof of damages because during Garvey's testimony, he did not elaborate on the comparable sales used in his appraisal. There is no question comparable sales were used (and discussed at some length in Garvey's voir dire), but Garvey was not asked to discuss them in any detail before the jury. Champion contends that this renders Garvey's appraisal insufficient, *1106 but it has presented no authority holding that the details of the comparable sales must be presented to the jury; the cases cited by Champion only discuss comparable sales in general terms. There is “a presumption that the judgment of the trial court is correct, and the burden is on the appellant to demonstrate some reversible error to the appellate court.” *Cobb v. Cobb*, 29 So.3d 145, 152 (¶ 24) (Miss.Ct.App.2010). This issue is without merit.

4. Judicial Estoppel

[15] ¶ 28. In both trials, Dodson offered a list of items lost in the first flood. In the first trial, the court excluded Dodson's list because it was unsupported by invoices and contained subjective or sentimental valuations of some items. In the retrial, Dodson produced another list, this time supported by invoices, but with some items omitted, some added, and significant differences in some valuations. Overall, the second list totaled about \$7,000 less in losses. The second list was admitted into evidence.

[16] ¶ 29. Champion contends that the trial court abused its discretion in allowing the second list by rejecting the theory of judicial estoppel, which “is a doctrine of law applied by a trial court to a situation where a party asserts one position in a prior action or pleading but then seeks to take a contrary position to the detriment of the party opposite.” *Miss. Power & Light Co. v. Cook*, 832 So.2d 474, 482 (¶ 22) (Miss.2002).

[17] ¶ 30. Judicial estoppel is not applicable to these facts. To begin with, the first trial was not a prior action, but an abortive trial of the same action—the same cause number, same parties, and so forth. Second, even if this were a different action with different parties, “the doctrine of judicial estoppel generally does not apply to false statements which were made without full knowledge of the applicable facts....” *Beyer v. Easterling*, 738 So.2d 221, 227 (¶ 18) (Miss.1999). “[T]estimony given in a prior action does not estop the witness from testifying to the contrary ... where the former testimony was given by mistake or inadvertence or without full knowledge of the facts and is so explained by the witness....” *Id.* (quoting 28 Am.Jur.2d *Estoppel and Waiver* § 71 (1996)). Dodson attributed the differences to conservative estimates and an inability to locate supporting documentation for some of items he had lost.

[18] ¶ 31. When judicial estoppel does not apply, the opposing party's remedy is cross-examination on the inconsistent testimony. That is exactly what occurred in this case. We find this issue without merit.

5. Valuation

[19] ¶ 32. Champion next attacks Dodson's argument to the jury as to the amount of damages and the jury's resulting verdict. Garvey testified that through his appraisal he concluded that the lost value of Dodson's property was \$144,000. While elaborating on his methodology, Garvey stated that he had done two valuations of the property in its “before” condition, one using comparable sales and one using the cost approach. The cost approach value was \$13,000 higher than the comparable sales. Garvey testified that in his ultimate calculation of the lost value of the property, he had used the lower number, arriving at \$144,000, because it was conservative. He gave no other reason for selecting the comparable sales value. Dodson's attorney brought this difference to the jury's attention on direct examination of Garvey, and he subsequently argued (over Champion's objection) that the jury could find damages to the property of *1107 \$157,000 based on the higher of the two “before” valuations. The jury's verdict was for \$170,000, which, considering the testimony of \$20,000 in lost materials, is argued to have split the difference between the two estimates.

¶ 33. On appeal, Champion makes two assertions—first, that the trial court erred in allowing Dodson to argue for the higher value, and second, that the jury's verdict is unsupported by the evidence because it exceeds the valuation chosen by Garvey. However, neither of these contentions is supported by relevant authority. Consequently, we find these issues procedurally barred and without merit.

6. Testimony of Land Purchase in Jackson County

[20] ¶ 34. Champion next contends that the trial court erred in allowing Dodson to testify that he had moved his business to property he purchased in another county. According to Champion, the testimony was unnecessary and prejudicial. But, again, no authority is offered in support, and this issue is barred as a result.

7. Jury Instructions

[21] [22] ¶ 35. Finally, Champion challenges the trial court's grant or denial of numerous jury instructions. We have already addressed the substance of several of these issues, but some arguments remain. Regarding our review, the Mississippi Supreme Court has held:

On appeal, [an appellate court] does not review jury instructions in isolation; rather, they are read as a whole to determine if the jury was properly instructed. Accordingly, defects in specific instructions do not require reversal where all instructions taken as a whole fairly—although not perfectly—announce the applicable primary rules of law. However, if those instructions do not fairly or adequately instruct the jury, [the appellate court] can and will reverse.

Peoples Bank & Trust Co. v. Cermack, 658 So.2d 1352, 1356 (Miss.1995) (internal citations and quotations omitted), *overruled on other grounds by Adams v. U.S. Homecrafters, Inc.*, 744 So.2d 736 (Miss.1999). Jury instructions are within the discretion of the trial court. *Davis v. State*, 18 So.3d 842, 847 (¶ 15) (Miss.2009).

A. Instruction D-6

¶ 36. The trial court refused instruction D-6, which was offered to instruct the jury on Dodson's duty to mitigate. However, the trial court gave D-15, which is a mitigation instruction that more accurately states the law in Mississippi. As the jury was properly instructed on mitigation, no error can result from the refusal of another mitigation instruction.

B. Instruction D-8

[23] ¶ 37. Next is D-8, which would have instructed the jury that it could not award attorney's fees or a penalty against the defendants. Again, we find that the jury was properly instructed on damages when the instructions are viewed as a whole. In particular, P-10 informed the jury that it could award damages only for diminution in the value of the property and lost materials. D-5 reiterated the burden of proof as to damages, D-15 was a mitigation instruction, and D-16 instructed the jury that it could not find the land or building to be a total loss if they were still useable.

C. Instruction D-10

[24] ¶ 38. D-10 would have instructed the jury that it should find for Champion if Champion's development of its property was not unreasonable. D-10 also contains somewhat confused verbiage on Champion's theory of the case—its allegations regarding *1108 the role of the City of Gulfport in directing drainage and the pipe under Dodson's warehouse building, some of which we have discussed above. We find that the jury was properly instructed on the reasonableness standard through other instructions, particularly P-20, which correctly quotes from *Hall v. Wood*, 443 So.2d 834 (Miss.1983).

D. Instructions D-12 and P-6

¶ 39. Champion also challenges the granting of P-6 and the refusal of D-12. Both of these issues rely on Champion's arguments for a directed verdict, which we have already rejected.

E. Instructions D-13 and D-14

[25] ¶ 40. D-14 would have instructed the jury that if it found the City's role or the existing drainage "was a contributing cause to any damage" suffered by Dodson, the jury must return a verdict for Champion. This appears to be a contributory negligence instruction. The law in Mississippi is comparative negligence. *Denham v. Holmes ex rel. Holmes*, 60 So.3d 773, 780 n. 4 (Miss.2011). D-14 was properly refused.

[26] ¶ 41. D-13 was offered to instruct the jury that Dodson could not recover if "you find that any other intervening cause was the primary cause [of Dodson's injuries] or was a greater cause than the actions and non-actions of [Champion]." This appears to be an effort to shoehorn Champion's theory of the case into a superseding cause instruction. Since a superseding cause must, by definition, occur after the negligent act of the defendant, we find that the instruction does not correctly state the law in Mississippi. See *Causey v. Sanders*, 998 So.2d 393, 405 (¶ 38) (Miss.2008). And for the same reason, even a properly worded superseding cause instruction would not be supported by the evidence.

8. Cross-appeal: Punitive Damages

[27] ¶ 42. As his first issue on cross-appeal, Dodson contends that the trial court erred in directing a verdict denying his claim for punitive damages. Dodson argues that two facts entitle him to punitive damages: he told Champion beforehand that he believed their improvements would cause flooding and the fact that Champion pursued—and subsequently dropped—a counterclaim against him.

¶ 43. The Mississippi Rules of Civil Procedure and the Litigation Accountability Act provide remedies for the filing of frivolous claims, not punitive damages. See M.R.C.P. 11(b); Miss.Code Ann. § 11-55-5 (Rev.2002). Sanctions were not pursued against Champion. The other asserted ground merits more discussion. It was uncontested that during the paving of the 1.8 acres, Dodson spoke with people from Champion on several occasions, warning them that he believed grading and paving its property would cause his land to flood. According to Dodson, his warnings, paired with the fact that Champion did not have a drainage study done before

the paving, required the trial court to send the issue of punitive damages to the jury.

[28] [29] [30] ¶ 44. “Mississippi law does not favor punitive damages; they are considered an extraordinary remedy and are allowed with caution and within narrow limits.” *Bradfield v. Schwartz*, 936 So.2d 931, 936 (¶ 17) (Miss.2006) (quoting *Life & Cas. Ins. Co. of Tenn. v. Bristow*, 529 So.2d 620, 622 (Miss.1988)). “The kind of wrongs to which punitive damages are applicable are those which, besides the violation of a right or the actual damages sustained, import insult, fraud, or oppression and not merely injuries, but injuries inflicted in the spirit of wanton disregard for the rights of others.” *Id.* (quoting *Summers v. *1109 ex rel. Dawson v. St. Andrew's Episcopal Sch., Inc.*, 759 So.2d 1203, 1215 (¶ 52) (Miss.2000)). “In order to warrant the recovery of punitive damages, there must enter into the injury some element of aggression or some coloring of insult, malice or gross negligence, evincing ruthless disregard for the rights of others, so as to take the case out of the ordinary rule.” *Id.*

¶ 45. Thus, in deciding whether to put the issue of punitive damages before the jury, the trial court had to consider “the totality of the circumstances to determine if a reasonable, hypothetical trier of fact could find either malice or gross neglect/reckless disregard.” *Doe ex rel. Doe v. Salvation Army*, 835 So.2d 76, 81 (¶ 17) (Miss.2003).

¶ 46. After reviewing the record, we conclude the trial judge properly directed a verdict denying punitive damages. Dodson's theory of the case was that Champion should have consulted an engineer for a drainage survey before grading and paving its property. Dodson is not himself an engineer, and his warnings were just a lay opinion, albeit one proven correct in hindsight. There was drainage in place—it just proved to be inadequate. It cannot reasonably be said that failure to heed Dodson's warnings amounts to malice or gross negligence. This issue is without merit.

9. Cross-appeal: Pre-judgment Interest

[31] ¶ 47. The final issue raised on cross-appeal is Dodson's contention that the trial court erred in denying his motion for prejudgment interest.

[32] ¶ 48. A trial court may award prejudgment interest provided certain conditions are met, but is not required to do so. *In re Estate of McLemore v. McLemore*, 63 So.3d 468, 492 (¶ 75) (Miss.2011). “[P]rejudgment interest may be allowed in cases where the amount due is liquidated when the claim is originally made or where the denial of a claim is frivolous or in bad faith.” *Id.* (quoting *Upchurch Plumbing, Inc. v. Greenwood Utils. Comm'n*, 964 So.2d 1100, 1117 (¶ 43) (Miss.2007)).

[33] ¶ 49. The trial court's decision on prejudgment interest is reviewed for an abuse of discretion. *Moeller v. Am. Guarantee & Liab. Ins. Co.*, 812 So.2d 953, 958 (¶ 11) (Miss.2002). In this case, the damages were unliquidated and the denial of liability was not frivolous or in bad faith. Under these circumstances the trial court did not abuse its discretion in denying prejudgment interest.

¶ 50. **THE JUDGMENT OF THE CIRCUIT COURT OF HARRISON COUNTY IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED ONE-HALF TO THE APPELLANTS/CROSS-APPELLEES AND ONE-HALF TO THE APPELLEES/CROSS-APPELLANTS.**

LEE, C.J., IRVING AND GRIFFIS, P.J.J., BARNES, ISHEE, ROBERTS, CARLTON, MAXWELL AND RUSSELL, JJ., CONCUR.

All Citations

98 So.3d 1097

Footnotes

- 1 Dodson owned property, which was used by Eagle Mechanical Inc., a closely held corporation owned in equal shares by Dodson and a partner. Champion Chrysler was operated by Gulfport Capital LLC, on property owned by Mississippi Gulf Properties LLC. There is apparently some common ownership or control of the two. For convenience we refer to the parties collectively as “Dodson” and “Champion.”
- 2 Champion makes much of the fact that Garvey called the nominal value of \$500 assigned to the flooding portion of the land “arbitrary.” Since this is the nature of a nominal value, we do not see it as undermining his opinion.
- 3 Dodson testified that he could not remember exactly when the carport was added.

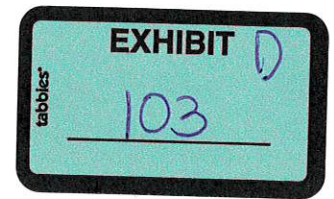
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Residents of Oak Island Subdivision Cover Letter
Gulfport, MS 39503

June 23, 2022

Gulfport Planning Commission
1410 24th Avenue
Gulfport, MS 39501



Dear Planning Commission members:

As the very entity that exists to ensure that Gulfport matures in a safe, efficient, and attractive manner, we, the residents of Oak Island subdivision, are submitting the following to express our strong opposition to the proposed subdivision of property at the corner of Evans Road and Treelawn Street in Gulfport. The project in question proposes to divide two (2) pieces of property into six (6) small lots for residential development. We love and appreciate the quality and character of our neighborhood, and feel that this development will adversely impact the beauty of our beloved Oak Island.

First and foremost, we have signed a letter stating our belief that the integrity of Oak Island will be degraded by the six much smaller lots *at the very entrance* to our neighborhood. Homes built on them will not be in keeping with the scale, character, or appearance of the rest of the homes on Treelawn Street, or in Oak Island in general. The proposed six lots are approximately 60 feet wide facing Treelawn Street (five at 61.33' and one at 67.33'), which is drastically smaller than the 90' to 110' lots in the established subdivision. As you are well aware, this substantial difference in lot size changes the type, size, and character of homes that may be constructed. We have grave concerns that much smaller lots/homes will significantly devalue homeowners' properties in Oak Island.

ACTION REQUESTED: Require the developer to increase lot size to a minimum of 90 feet, consistent with the current subdivision.

Second, drainage is a serious issue. Included are drainage maps, as well as recent pictures of flooding and standing water on the exact location of the proposed six new homes. Multiple engineers have indicated this property as 6-8' below the centerline of Treelawn Street, which will require significant fill dirt. Where will all that water go?

ACTION REQUESTED: Require developer to provide a drainage proposal, grading study, wetlands mitigation plan, and to resolve drainage issues before construction of new homes begins.

Finally, Oak Island was developed as an underground utility subdivision, and there was no provision to serve these new six lots in that plan. As you are aware, there are certain fees incurred by developers to ensure all utilities are provided for before lots are sold.

ACTION REQUESTED: Require developer to provide underground utilities, consistent with Oak Island subdivision before developing these properties.

The character of our neighborhood is integral to who we are. The addition of six glaringly smaller homes on one block of already flood-prone Oak Island is clearly inconsistent and incompatible with the existing neighborhood.

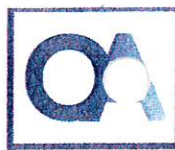
We appreciate your consideration of our concerns.

Sincerely,

Residents of Oak Island

Proposed Lots are inside the Oak Island subdivision footprint and inside the entrance sign





June 20, 2022

To: Gulfport Planning Commission

Attn: Commission President

Cc: Giff Ormes, file

**RE: Subdivision of Property at the intersection of Evans Road and Treelawn Street
Parcel 1009L-03-010.000**

Members of the Planning Commission,

I am a licensed professional engineer in the State of Mississippi, and president of the Biloxi, Mississippi engineering firm, Overstreet and Associates PLLC, and am aware of the matters referenced above. This matter involves, in part, subdivision of 1 residential lot without an appropriate drainage plan in place and executed prior to the subdivide of the lots. If subdivided there will be six lots.

Homeowners are concerned there could be flooding to the surrounding properties if improvements are made to the property. Currently water drains across the property and into the bayou, which is tidally influenced. Visual inspection of the property shows signs of possible wetlands.

Based on discussions with a homeowner and visual inspection, a grading & drainage plan and wetland delineation of the property is recommended before any subdivision of property is approval.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Overstreet & Associates, PLLC



F. JASON OVERSTREET, PE

President
Overstreet & Associates, PLLC
1026 Stanton Rd, Suite B
Daphne, AL 36526
251-444-7150

June 23, 2022

Planning Commission Members:

This letter is in reference to the proposed subdivision of property at the corner of Evans Rd and Treelawn Street in Gulfport (Case # 2206PC103). The development in question proposes to divide 2 pieces of property into 6 smaller lots for development. We have several areas of concern or objection we would ask this board to carefully consider before you consider a vote on this request. The below are a few of those concerns or objections:

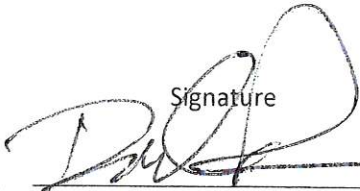
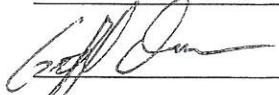
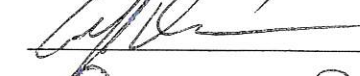
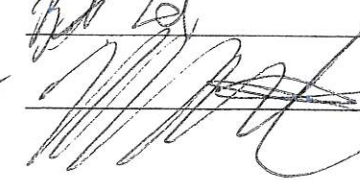
1. The proposed subdivision is not compatible with the surrounding subdivision and properties. The proposed 6 lots are approximately 60 feet wide facing Treelawn Street (5 at 61.33 feet and 1 at 67.33 feet) These properties would be at the entrance to Oak Island subdivision where the lots on Treelawn street average between 90' to 110' and not 60 feet. The proposed subdivision is requesting only a 60' lots on Treelawn and is not consistent with development already approved by the City. Such is a substantial difference and changes the type home that may be built on the lots. We have grave concerns that this will limit the type of house that can be built on these properties and will significantly devalue Gulfport citizens' properties in Oak Island subdivision. At a minimum it will significantly change the character of the neighborhood. If the current property owner desires to develop this property he should be required to make the lots consistent with the adjoining lots already approved by the City, with minimum frontage of 90 to 110 feet. The City should require a more appropriate road footage/lot size of 90' to 110' consistent with the current neighborhood/subdivision. This would allow the developer 4 lots consistent with the surrounding neighborhood/subdivision.
2. Drainage is a serious issue. We are including the drainage maps so you can see that the subdivision drains across the property where the current lots are being proposed. We have seen no drainage proposal indicating how they would resolve the current drainage issues. We believe there must be a drainage study provided AND the drainage must be addressed before any subdivision is allowed to add more homes.
3. There is standing water on the property just as there is the property across the street that the city purchased because of the flow of the water out to the bayou. Has there been a wetlands mitigation plan pulled together for this property? We would also request a grading study be done on these properties to know how much fill will be required. It has been noted by multiple engineers this property is 6-8 feet below the centerline of Treelawn street which will require significant fill dirt (where will all that water go?).
4. Finally, we have seen no utility plan for said lots. The subdivision these lots are being "inserted" into was developed to be an underground utility subdivision and there was no provision to serve these lots in that plan. As you are aware there are certain fees incurred by the developers to make sure all utilities are provided for before lots are sold. We are asking that this developer provide for those underground utilities so that we do not have a pole line along the road frontage to supply utilities to these new lots. This developer should be required to provide underground utilities to match the subdivisions before he is allowed to subdivide and sell these properties.

We are simply asking this commission to make sure this development does not impact the values of our properties and the drainage of the current subdivision. We have enough drainage issues currently existing within the neighborhood. Adding 6 additional homes on smaller width lots will devalue the current

citizens' properties and can only increase the problematic drainage issues. We are also asking that whatever development is allowed on this land be consistent with the other houses in this area so as not to negatively impact the property values. We believe 60' road frontage is just not enough to build something equivalent to what is already there with 90' to 110' size lots.

We appreciate your consideration of our concerns.

Sincerely,

Name	Address	Signature
Dave & Abby Welton	9326 Stone Rd	
Ricky & Diane Griggs	11526 Treelawn	Ricky Griggs - by Proxy
Frank Lei	11519 Treelawn	
Marcella & Randy Richardson	11535 Treelawn	
Jonathan & Marcie Dyal	9360 Oak Island Rd.	Jonathan Dyal Marcie Dyal
Kirsten & Sam Owen	11515 Treelawn	Kirsten Owen
Jennifer & Skipper Kelil	9361 Oak Island Rd.	
Linda & Will Magee	9370 Oak Island Rd	
Andy & Jennifer Ratcliffe	11539 Treelawn St	
Hannah & Cameron Bell	11511 Treelawn St.	
	11508 Treelawn St	
Derry H. Brunt	9367 Evans Rd.	Derry H. Brunt
Stephen Broadus	9347 Evans Road	Stephen Broadus
Kelly Lee	9345 Stone Rd	Kelly Lee
MARVIE & SONORA SUELL	11551 Treelawn St	

Name

Address

Signature

Jared Cley 11523 Treelawn St

Hal Kugler 11510 Treelawn St

Mary Van Slyke 11513 Treelawn St

Richard R. Walter 11527 TREELAWN ST

Deborah Golden 11527 Treelawn St.

Denise Nant 11543 Treelawn St.

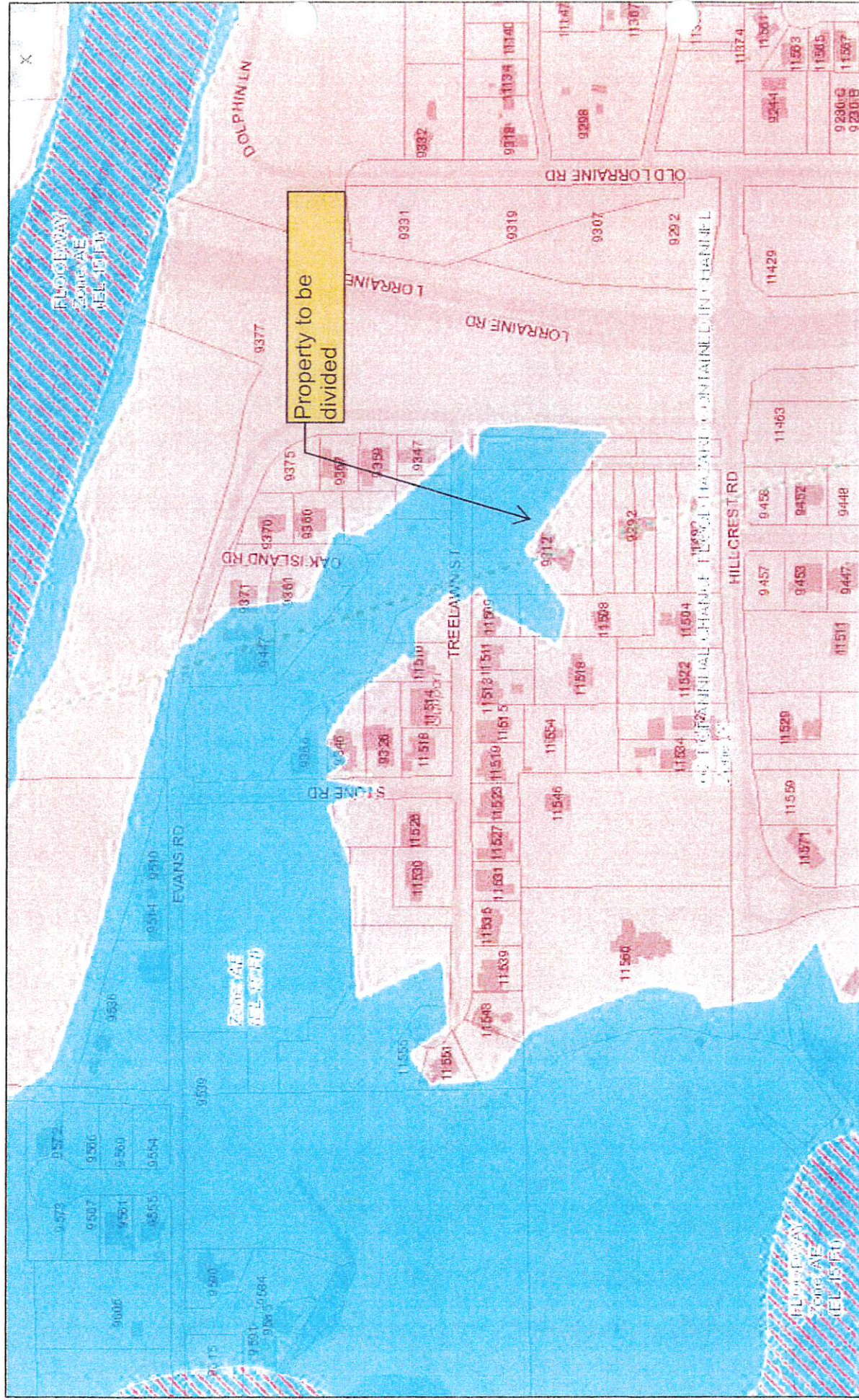
Matt Nant 11543 Treelawn St.

Michelle Kintner 11518 Treelawn St

Wesley Kintner 11518 Treelawn

Melvin Smith 11551 Treelawn St.

City of Gulfport FEMA Flood Zones



May 4, 2022

Base Flood Elevations	Culvert
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Coastal Transects

General Structure

 Bridge

0.2 PCT Annual Chance Flood Discharge Contained In Structure

1 PCT Annual Chance Flood Discharge Contained In Structure

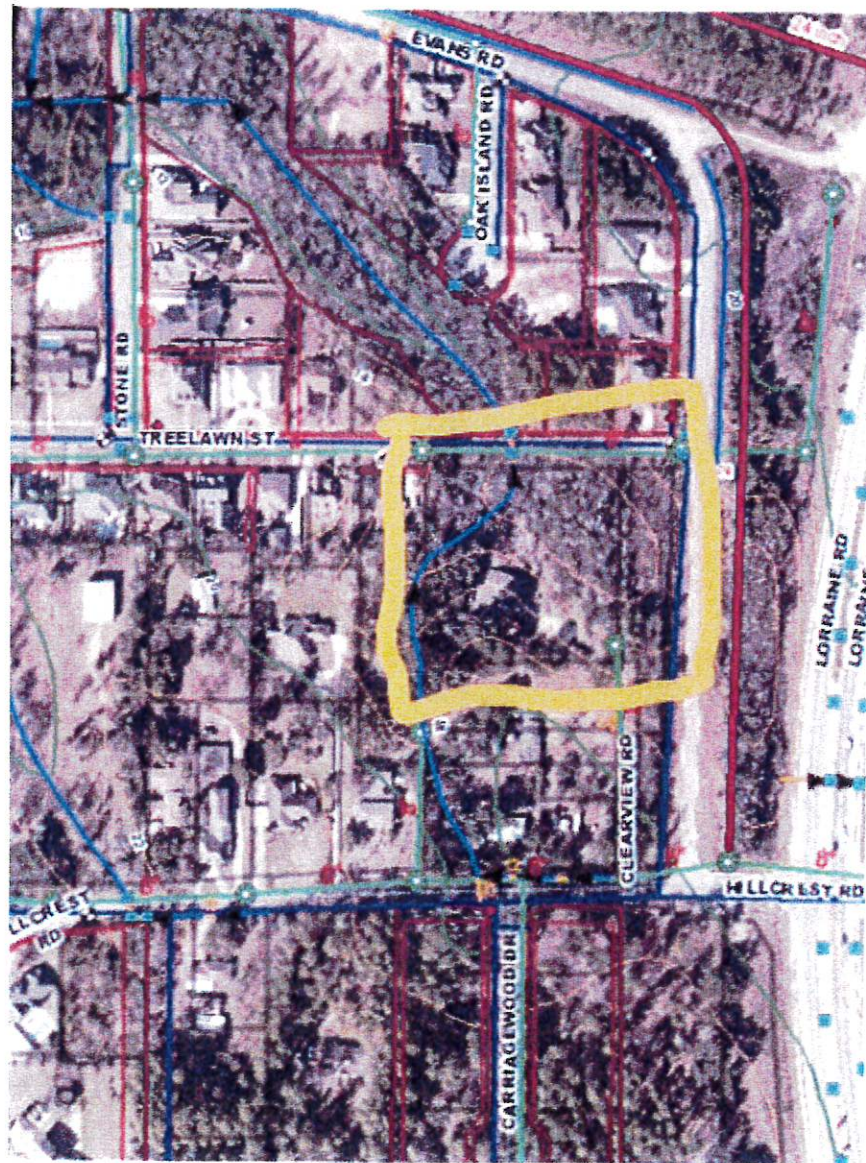
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0.2 km

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MARIS, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Gulfport GIS



Stading Water on Property





PROTECTIVE COVENANTS

OAK ISLAND SUBDIVISION

WHEREAS, Audubon Point Venture, LLC, is the owner of certain land and property lying in Harrison County, Mississippi, and has caused the same to be subdivided into a subdivision designated as Oak Island Subdivision, herein sometimes referred to as "the subdivision," a plat of which is on file and of record in the office of the Chancery Clerk, First Judicial District of Harrison County at Gulfport, Mississippi, in Plat Book 44 at Page 3 thereof; and,

WHEREAS, said owner desires to impose certain restrictive and protective covenants upon said subdivision for the protection and benefit of the owners of lots therein,

NOW, THEREFORE, in consideration of the advantages to accrue through such restrictive and protective covenants and for other good and valuable considerations, said owner hereby covenants and agrees with all future owners of lots in the said subdivision that the following restrictive and protective covenants shall apply to the subdivision and all lots therein unless otherwise provided.

DEFINITIONS: As used in this Declaration of Protective Covenants, the following terms shall mean:

- (a) "Committee" or "Architectural Committee" shall mean the Oak Island Architectural Review Committee.
- (b) "Association" shall mean the Oak Island Property Owners Association, its successors and assigns. "Association" may also mean the Board of Directors of said Association, when acting in their official capacity. Every owner(s) of a lot in Oak Island Subdivision shall be a member of the Association and shall be subject to its Articles of Incorporation, By-Laws and other rules, regulations and decisions of the Association or its Board of directors.
- (c) The Declarant or "owner" or "developer" shall mean Audubon Point Venture, LLC, its successors or assigns. "Owner" shall also mean and include any record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Oak Island Subdivision,

3. No main building or any extension or part thereof (excluding exterior air conditioning compressors) shall be erected on any lot in the subdivision nearer than twenty-five (25) feet from the front line, or nearer than twenty-five (25) feet from any side street lot line, or nearer than eight (8) feet from an interior side lot line, or nearer than twenty (20) feet from the rear lot line. The eaves of buildings located within the setback line provided in this paragraph may extend across setback lines, but shall not extend across any lot lines. Fences and gates may be extended from the front corner of the house to the side property line provided they shall be of an attractive design in keeping with the residence structure and as an extension of the exterior façade thereof. Accessory buildings, when detached from the main buildings, shall be set behind the rear line of the main building on said lot; and such accessory building(s) shall not be located nearer than eight (8) feet to the side lot line nor nearer than twenty (20) feet to the rear lot line.
4. All single-family dwellings constructed shall include a carport or garage accommodating not less than two automobiles. No carport may open on the front of the dwelling, nor be readily visible from the street. Garages and carports shall be of a design and shall be constructed of materials which are in architectural harmony with the main structure, and the plans and specifications for a garage or carport shall be submitted for review and approval by the Architectural Committee. Garages, carports and/or off street parking areas must be connected to the street by an approved hard surface driveway constructed during the construction of the dwelling.
5. No single-family dwelling shall be constructed containing less than 2,100 square feet of heated living area. To determine heated living area, porches (other than glass-enclosed), garages, carports and storage areas shall not be included.
6. Before any residence, garage, carport, out-building, wall or other structure or exterior addition to, change in, or alteration of any such structure shall be commenced, erected, placed, maintained or permitted to remain upon any lot or property subject to these covenants, complete, final building plans and specifications sufficient to secure a building permit from the City of Gulfport (including, without limitation, a plot plan showing the location of such improvement) shall have been submitted to and approved in writing, as to conformity and harmony of external design with existing structures and as to location of the building with respect to topography and finished ground elevation, by the Architectural Committee hereinafter created. Two complete sets of such plans and specifications shall be furnished to the committee, one copy of which shall be retained by the committee for its records, along with the completed

impediment so that it will not be a hazard to the person using the sidewalk. The sidewalk must be uniform with the existing curb grade, poured at four (4) foot increments, and shall be of broom finish concrete, continuous to and matching as closely as possible the sidewalk adjoining it. Curbs shall not be modified by addition of paving; however, curb may be replaced by a paved apron to driveway, provided the curb drainage and contour are left undisturbed.

10. No structure of a temporary nature (such as a tent) shall be permitted to be placed or to remain on any lot in the subdivision at any time, nor shall any motor home, house trailer or any other movable living quarters be parked or otherwise located on any lot at any time unless the same be stored in an approved enclosed garage or out-building. Likewise, no boat shall be permitted on any lot in the subdivision unless stored in an approved covered area or enclosed storage facility or screened from public view.
11. Barnyard animals, exotic animals and pit bull dogs (American Pit Bull Terrier or Staffordshire Terrier) are specifically prohibited. Cats and dogs (other than those set forth above) and such animals commonly recognized as domestic household pets are permitted provided that they are not kept or maintained for commercial purposes. Any pens or other structures erected to house or maintain the domestic pets allowed herein shall be approved by the Committee and at a minimum shall be screened from public view.
12. No antenna, satellite dish, or other device for television or radio reception shall be permitted to be placed, installed, erected or remain on any lot or easement within the subdivision, unless screened from view and must be specifically approved by the Architectural Committee on a case by case basis.
13. No fence shall be permitted to be erected or remain which shall extend into the front yard of any lot closer than the front of the residence structure on the lot. All fences must be constructed of brick, wood or other material in keeping with the residence exterior and must be approved by the Architectural Committee. No chain-link or wire fences shall be permitted. All fences shall be maintained in a neat and attractive manner by the owner of the lot on which the fence is located, regardless of whether the fence was constructed by the developer or lot owner. A fence may be constructed which encroaches upon a utility easement, but such fence shall be built entirely at the risk of the lot owner. In the event that the owner of the easement shall destroy, remove, or damage said fence, the lot owner will have to bear the loss of the fence with no recourse upon the developer, the City of Gulfport or the Property Owners Association.

not create an additional separate building site for either of the two owners splitting the lot.

21. No trash, rubbish, garbage or other waste shall be dumped or placed on any lot within the subdivision, nor shall any wrecked, junked motor vehicle, or any immobile vehicle of any kind be stored or permitted to remain on any lot, street driveway or easement within the subdivision. Vehicles parked in the subdivision streets must have vehicle registration tags which are current. No commercial vehicles, other than pick-up trucks, may be parked within the subdivision overnight. The repair or renovation of vehicles (either mechanical or body work) shall not be permitted within the subdivision except in an approved garage.
22. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done anywhere within the subdivision which may be or become an annoyance or nuisance to the neighborhood. Although flood lights, bells, music, pets and various sports, social and avocational activities are not specifically prohibited; the same shall be done with restraint and during reasonable hours so as to avoid either being or becoming a nuisance or a threat to the enjoyment of neighboring properties.
23. Each owner of a lot in Oak Island Subdivision shall receive one vote in the Oak Island Property Owners Association ("the Association") for each lot purchased.
24. After at least twenty-six (26) lots have been sold by the Developer, the owners shall annually elect a Board of Directors of the Association, consisting of three owners elected by a majority of the owners, who shall serve until their successors are elected. The Board of Directors may be the same as the Committee. It shall meet from time to time as necessary and shall conduct the business of the Association without compensation. Actions by the Board of Directors shall be final unless the Association members determine otherwise by a majority vote. The owners may alter the powers of the Board of Directors or remove and replace any member of the Board by a majority vote.
25. Each owner -- whether or not it shall be expressed in his deed -- is deemed to covenant and agrees to pay to the Association quarterly assessments on a per lot basis as hereinafter provided. The assessments, together with interest at the legal rate, costs, and reasonable attorney's fees in the event an attorney is required to collect the assessment, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment shall be the obligation of the owner of such lot at the time the assessments become due. The personal obligation for delinquent assessments shall not pass to

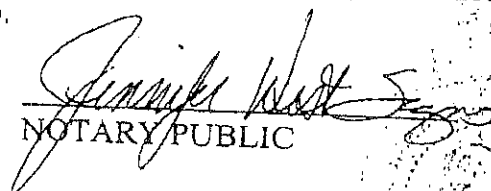
26. All restrictive covenants appearing herein, as well as those which may appear in instruments of conveyance of lots in the subdivision, shall be construed together; but if, by either judgment or decree, any one or more of the same shall be held or declared to be unconstitutional, invalid, or unenforceable for any reason whatsoever, none of the other such provisions shall be affected or impaired thereby, but shall remain in full force and effect.
27. If any owner of any lots within the subdivision, or his/her/their heirs, assigns, or successors shall breach or violate or shall attempt to breach or violate any covenant or any mandatory or prohibitory provision hereof or of any amendment hereto, the Association or the owner of any lot(s), acting individually or in concert with other owners, may institute a proceeding at law or in equity against such person or persons either to enjoin him/her/them or to recover damages occasioned by such breach or violation(s) or both. In the event a court of competent jurisdiction shall determine that an owner shall have breached or violated or shall have attempted to breach or violate any of the covenants or provisions hereof, the owner causing such breach or violation or permitting such breach or violation shall pay all attorney's fees, court costs, and other expenses allowed and assigned by the Court which shall become a lien upon the lot(s) upon which the breach/violation shall have occurred and the improvements thereon. All terms and provisions hereof may be enforced by a decree, judgment or order for specific performance, as the case may be.
28. The Architectural Review Committee shall be composed of three members who shall serve without term. The committee shall be vested with the power and authority herein set forth and stated. The initial members of the committee shall be selected and appointed by Audubon Point Venture, LLC, the owner of the property from and upon which the subdivision is created and the declarant of these covenants. Thereafter, upon the death, resignation or failure of a member to perform his or her duties the remaining member or members shall appoint a replacement or successor member or members. In the event that all three members of the committee shall die, resign or fail to act without having named successor or replacement members, the owner/declarant, Audubon Point Venture, LLC, shall appoint three successor members, unless at that time, all of the lots in the subdivision shall have been sold by the owner/declarant, in which case a committee consisting of three members shall be elected by a majority vote of the then owners of the lots, the owners being entitled to one vote for each lot owned.

Replacement or successor committee members shall serve for the same term and with the same authority as if originally appointed. Members of the committee shall not be entitled to any compensation for services performed by them

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11th day of October, 2001, within my jurisdiction, the within named Frank S. Palazzo, Jr., who acknowledged that he is the Manager of Audubon Pointe Venture, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES April 25, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

INSTRUMENT PREPARED BY:

Balch & Bingham LLP, P.O. Box 130, Gulfport,
MS 39502; (228) 864-9900

INDEXING INSTRUCTIONS:

All Lots in Oak Island Subdivision, 1st J.D., Harrison
County, Mississippi

CITY OF GULFPORT PLANNING COMMISSION

2206PC103

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 2. Resubdivision 2206PC103

2 MS. WELCH: Resubdivision Case Number 103 has
3 been duly and timely noticed as required by law.

4 The applicant requests to divide into six new
5 lots TreeLawn Street zoned R-1-7.5 single family Ward 4. A
6 copy of the packet considered is hereby offered to the
7 record.

8 MR. WILLIAMS: Thank you. Is someone here to
9 speak for this case?

10 MR. PEMBERTON: Garlon Pemberton, 9591 South
11 Bayou Bend Drive, Gulfport.

12 So I just have two parcels of land that I'm
13 taking and subdividing into six. It's pretty
14 self-explanatory. I know there's a lot of questions behind
15 me, but I don't know about in front of me.

16 MR. WILLIAMS: Okay. So any questions,
17 Commissioners, right now for Mr. Pemberton?

18 All right. The question I had is obvious.
19 This property is not included in the subdivision that is
20 there, is that right?

21 MR. PEMBERTON: That's correct.

22 MR. WILLIAMS: Okay. Was there a reason for
23 that property not being there, or just the owner at that
24 time didn't sell for the development of that subdivision?

25 MR. PEMBERTON: Well, when I bought the

1 property, there was a house on it. And it was built in the
2 '60s. And, I mean, it was dilapidated. And someone still
3 lived there. They had 90 days, and then they had to leave,
4 and then I tore down the house.

5 So it was a family estate type thing. I
6 don't know the -- you know. But it was there well before
7 the subdivision.

8 MR. WILLIAMS: All right. Sounds good.

9 All right. So if you will keep up with any
10 questions that come up, I'll try to take notes of them, and
11 afterwards we'll bring you back up and let you address some
12 and hopefully better clarify some of the things that are in
13 question. Okay?

14 MR. PEMBERTON: Sounds good.

15 MR. WILLIAMS: All right. Thank you.

16 Anyone else here to speak for this request?

17 Anyone here to speak against this request
18 tonight?

19 Yes, sir.

20 And, Commissioners, while he's getting set,
21 you do have an email on the information that was handed out
22 that was a -- looks like a petition and some other
23 information, if you'll get that. And I'm sure that some of
24 these conversation will be in regards to the information
25 that was addition to the packet that we have.

1 All right. Go ahead.

2 MR. ORMES: Thank you, Mr. Chairman. Thank
3 you, Commissioners. My name is Gifford Ormes, and I live at
4 11509 TreeLawn which is immediately adjacent to the property
5 that's in question here tonight.

6 We actually submitted some information in
7 writing that I assume each of you have in your packet, so
8 I'll try to refrain from rehashing what's already in the
9 packets. But there are certain things that we certainly
10 want to put before you for consideration.

11 As you can see, the subdivision lot sizes are
12 about 60 foot wide which is the bare minimum that would be
13 required for any subdivision in the City of Gulfport.

14 However, as y'all pointed out earlier, this
15 is basically being inserted into an existing subdivision, an
16 existing covenanted subdivision. So we have certain
17 covenants that we all abide by.

18 We also pay homeowners dues, and we maintain
19 the common spaces through those homeowners dues.

20 And the way this is being designed, it's
21 actually being inserted. In fact, I put a picture in your
22 packets of the Oak Island sign with the property right
23 behind it so you can see it's actually being inserted into
24 the subdivision. Which obviously would be fine, but our
25 concern is the size of the lots.

1 Just like your team recognizes in the
2 technical report that they provided to you, it actually
3 violates the code section which requires it to be no more
4 than three and a half times long as it is wide.

5 If it was in compliance with that code, those
6 lots would be around 86 feet wide which, you know, obviously
7 would reduce the number of lots but would be more in line
8 with the subdivision that's there. Each lot in the
9 subdivision is between 90 and 110 feet.

10 So all we're requesting is that we make some
11 changes to make it more commensurate with the character of
12 the neighborhood that's there that these are being inserted
13 into.

14 That's the first reason we have concerns with
15 what Mr. Pemberton is trying to do.

16 I could go on, or if you got questions for me
17 around that.

18 MR. WILLIAMS: Any questions around that?

19 MR. HEWES: I've got a quick question. So
20 Mr. Pemberton said that was not in the original subdivision.

21 MR. ORMES: Correct.

22 MR. HEWES: Why is the sign in front of it?

23 MR. ORMES: Well, if you look at the back of
24 -- I actually included -- yeah, if you look at the back, you
25 can see how when you turn into TreeLawn, there are lots on

1 both sides that are a part of it. But that piece of
2 property, in fact, that house didn't front TreeLawn, it
3 fronted the backside which would have -- I don't know the
4 name of that road off the top of my head -- Hillcrest I
5 think is the name of it. That's where you got in to access
6 that house.

7 So none of that property was even accessible.
8 And to be honest, it's still not accessible because of the
9 water, the standing water that's on that property from the
10 TreeLawn side.

11 And I also included pictures in your packet
12 of the standing water that's on that property.

13 MR. HEWES: Thank you.

14 MR. DAIGLE: So you had stated that the width
15 on the road frontage is part of your issue. So my question
16 is, just to clarify: Are there any other properties along
17 that road or in that area that are at or less than the 60
18 feet that he proposes?

19 MR. ORMES: Not that I'm aware of. I'm not
20 familiar with any. In fact, I don't think there's any that
21 are less than 75, 80 I think on that street line.

22 The ones that are platted on this plat that
23 you can see for yourself are between 90 and 110 feet.

24 MR. DAIGLE: Okay.

25 MR. JONES: I have a question. The size of

1 the lot being minimum of 60 feet, my question, do you think
2 that's a problem for the people that are living in there,
3 would you think that would kind of cut down their
4 development or their value on their home by putting smaller
5 homes in there?

6 MR. ORMES: Absolutely. And I wrote that in
7 the letter that we all signed. You can see that the
8 residents of Oak Island signed, all signed. You should have
9 a copy of that, as well.

10 You can see on Lot 6, because it's got a 25
11 foot setback, you're going to have to build a 35 foot house.
12 That's as wide as it's going to be able to be, a 35 foot
13 wide house. I mean, I don't know how wide a Katrina cottage
14 is, but it's not much wider than that. Right? And that's
15 at the entrance to our subdivision. So, again, it's a big
16 concern.

17 Not only that, our covenants protect us to
18 have no forward facing garages. Well, there's no way you
19 can build a house on any of these other lots because with
20 the eight foot setback, so you take the 60 feet minus the 8
21 foot which is 16, so you're going to have a 45 foot home.
22 Right? You're not going to be able to drive around that
23 home to get to the garage not facing the road. Right?

24 So, you know, it's all kinds of things that
25 are in our covenants that there's no way you're going to be

1 able to build a home that fits our covenants.

2 MR. JONES: The second part of that, did
3 Garlon contact any of you about the size or what he wanted
4 to build or anything to that nature? Did you all have a
5 talk with him?

6 MR. ORMES: Yes, sir. He did contact me
7 after he put the For Sale sign up selling the lots that
8 aren't even lots yet because you guys haven't approved that,
9 right? But the For Sale sign went up, and that's when we
10 all started asking questions. Right?

11 In fact, my realtor contacted his realtor,
12 and the communication was that the lots had already been
13 subdivided and there was a plan to put drainage in, which
14 was obviously not correct. So that's what we were told.

15 That's what I was told, my realtor talking to
16 his realtor.

17 MR. JONES: Thank you.

18 MR. HANCOCK: Was there any other meeting
19 other than that? Was there any communication between you
20 guys?

21 MR. ORMES: Garlon called, yeah, Garlon
22 called. He called several of the -- Mr. Pemberton, I'm
23 sorry, called several of the members of the subdivision
24 including myself. We had a 10 minute conversation. And I
25 told him the same thing I'm telling you guys. None of this

1 should be a surprise to him. This is the way the
2 subdivision feels about it.

3 You know, we're not opposed to development,
4 but we just want it to be done right and in accordance with
5 the character of the neighborhood that's already there that
6 it's really being inserted into. Right? That's really what
7 we're doing here. Whether you call this a subdivision or
8 not, it's being inserted into a subdivision at the very
9 least.

10 MR. WILLIAMS: All right. Other questions?

11 All right. If you'll go on with your
12 remarks. And your time was halted during the questions
13 because that was our time, not yours, so go ahead.

14 MR. ORMES: Thank you very much.

15 The other concern you'll read in there is
16 we've got serious concerns about drainage and grading plans
17 and wetlands. And I know you guys, I've talked to enough
18 people to know that that's not really part of what you guys
19 want to consider in this meeting.

20 But I just implore you to look at those
21 pictures and the standing water that's on that thing. It
22 needs to be addressed. And it's going to be impossible
23 because, I mean, this isn't one lot that's being divided in
24 two. Right? This is a lot that's being divided into six.

25 So if you start selling these things off in

1 pieces, it's going to be impossible to address the entire
2 drainage problem as an individual lot owner or individual
3 person that wants to build on that lot. You need to address
4 it as a whole. And so that's why it needs to be addressed
5 before the lots get subdivided.

6 So that's our request to you is address the
7 drainage that's currently an issue, we all know is an issue,
8 and, like I said, the pictures identify that. Address it
9 before we subdivide it.

10 The next issue we have is there is no utility
11 plan. Right? So we're in an underground subdivision, and
12 there's no provisions for these lots to get any kind of
13 power or phone or internet or any of those kind of things.

14 And according to the code that I read, and
15 I'm no attorney, but the Section 9-49 says a general
16 subdivision plan shall contain the location of proposed
17 utilities. And there's no indication here of how he plans
18 to get that, especially Lots 1 and 2, you know. How do you
19 get that without building a new pole line down the middle of
20 our underground subdivision road?

21 So I don't see any plans for that in what he
22 submitted. And according to what I read in the code, it's
23 required to be put on the plan so we all at least have a
24 general working knowledge of how they intend to do that.

25 And then lastly, I've already made this

1 point. I just wanted to tell you that yeah, Mr. Pemberton,
2 when he and I talked about this, he said no less than seven
3 times I'm not doing a subdivision, I'm only trying to
4 subdivide some lots. And as I start trying to figure out
5 why that's a difference, what makes the difference there,
6 what it tells me is there's certain things you guys probably
7 require if it's a subdivision ask as opposed to just a
8 subdivision of lots.

9 And one of those things I would assume is
10 drainage, grading, all those things that we're asking you
11 guys. And so if he's claiming that this is not a
12 subdivision, I don't know what you guys require of a
13 subdivision, but six lots is a pretty big insertion of lots.
14 So if he's not putting a subdivision in, we would ask that
15 you say that you identify this as being put into an existing
16 subdivision and ask that you require him to at least abide
17 by the covenants of the houses that are there.

18 MR. WILLIAMS: All right. Thank you Mr.
19 Ormes. Appreciate it. Thanks a lot.

20 Any other questions? All right. Thank you.
21 Appreciate it.

22 MR. ORMES: Sure.

23 MR. WILLIAMS: Next person to speak against?

24 MR. HOLLEMAN: Good afternoon. The only
25 thing I got to say it was one to nothing a few moments ago.

1 I don't know what's going to happen when I'm talking, but
2 Ole Miss is at least winning right now.

3 MR. WILLIAMS: Ole Miss baseball game in case
4 anybody is not aware of it.

5 MR. HOLLEMAN: You know this must be
6 important if I'm missing Ole Miss baseball.

7 MR. WILLIAMS: Must be.

8 MR. HOLLEMAN: I'm Tim Holleman. I live at
9 98346 Stone Road which is around the corner from TreeLawn
10 about, I guess it's probably three or four houses between me
11 and TreeLawn. My wife and I live there. My grandchildren
12 and daughter live next door to me, so I get knocks on the
13 door about 7:00 a.m. on Saturday mornings. It's kind of
14 nice.

15 We're against this. I'm not against
16 development. And Garlon did call and speak to me. The only
17 thing I'll say is he told me he was going to send me a plan
18 of what he actually intended to do, and I never got that
19 that I know of. And that would have helped in making a
20 decision on this.

21 What the issue really is you got a
22 neighborhood that lots are 90 to 110 feet wide for the most
23 part. I don't think there's any that's less than that. And
24 you're taking six lots, and you're making them 61 feet. I
25 don't know if you all know this, but the county has got a

1 proposal right now to increase the minimum lot size in the
2 county to 75 feet because we've had so many problems with
3 the 60 foot lot and the housing that goes in the 60 foot lot
4 and what that does to the neighborhoods.

5 We're not against development. I mean, if he
6 puts four lots on that instead of six, you probably wouldn't
7 have the objections you have except there is a concern about
8 the drainage issue. I'll talk about it in a minute.

9 But, you know, there's a time and a place for
10 small subdivisions on small lots. This is not one of them.
11 Later, you've got another one later that the same issue is
12 in, in my opinion.

13 But all we're asking is that he do a
14 reasonable development. And look, we all know why he wants
15 six lots. It's money. He's trying to make as much money as
16 he can by putting as many houses on a piece of property that
17 he can put on there. And that's fine. I understand. I
18 want to make money, too.

19 But you don't make money at the expense of an
20 established neighborhood with Gulfport citizens who have
21 spent a lot of money building their houses in the
22 neighborhood and then you turn around and put lots that are
23 60 feet wide that have 45 foot wide houses on there. That's
24 just not consistent with the intent of zoning ordinances.
25 You really just -- if he wants to develop lots, he ought to

1 put four lots not six. That would fit nicely within the
2 neighborhood.

3 There is an issue with drainage. And you
4 won't see it on these maps. You see how he shows kind of a
5 ditch that goes across the northeast corner of this property
6 all the way across the road. It's really not a ditch. When
7 that water hits his property on the north end of it, it
8 spreads out across the south -- I'm sorry, the north end. I
9 got my directions back. It spreads out across the north end
10 of the property, and then it's got a pretty good culvert
11 that goes under TreeLawn, and then it spreads out on a vast
12 area that's been preserved behind -- in the Oak Island
13 subdivision, there's a huge area behind our house that is a
14 drainage area. And when I say huge, it's, you know, 100
15 feet wide. And this water flows down there and eventually
16 makes its way to the bayou.

17 That water has never reached my back yard in
18 any circumstance that I know. Well, I wasn't here during
19 Katrina. But it's never come up in the back yard. And one
20 of the reasons it doesn't come up in the back yard is
21 because it spreads out over the land.

22 When you pipe this, if that's the plan, I'm
23 not sure how he's going to address it. But Garlon and I did
24 talk about it, and he said he would show me what they
25 planned to do there. I didn't see it. But when you pipe

1 that, what ends up happening is that water is going to go
2 downstream faster. It's going to flow through a pipe
3 instead of going on land being partially absorbed and
4 spreading out. And that then loads the property behind our
5 house.

6 And we may be -- it's not just my house,
7 obviously that's the one I'm concerned about, but on both
8 sides of this, there's probably ten houses. And that water
9 is then going to start backing up and flooding our back
10 yards.

11 And that is an important consideration. I
12 want everybody to know here I am a lawyer, and I don't read
13 any better than he reads this because I do, so I'm not
14 getting that. As a matter of fact, I've probably been
15 accused of not reading as well. But, you know, we've had
16 two or three cases just in the last two or three years where
17 cities and counties are being held liable for drainage
18 problems that have been created by different issues.

19 And so this is a -- we're starting to move
20 into a phase where the people are making claims when
21 somebody does something upstream and it causes a problem
22 downstream, both against the person causing it and against
23 the governmental entities that may allow it.

24 And so we don't want that. We certainly
25 don't want that.

1 I don't know how he plans on addressing it.
2 That issue arises whether or not it's four lots or six lots.
3 But we strenuously object to six lots. I can't imagine with
4 all the beautiful homes that we all tax and we get income
5 from around in this neighborhood and on lots that are 90 to
6 110 feet wide that we're going to put houses that are on 61
7 foot lots -- I think it's actually 61 feet -- and then have
8 smaller houses all in the neighborhood that's residential.

9 This doesn't fit any of the houses around in
10 this neighborhood. You've got Carriage whatever they call
11 that subdivision. You've got -- I don't know what they call
12 the subdivision where Dr. Lanier lives, there's huge lots
13 back there. You've got down the street from here a new
14 development that's huge lots. These are not small areas.
15 They're certainly not 60 foot lots.

16 We ask you if Mr. Pemberton wants to develop
17 this property and divide it, he should be told go back,
18 redesign it with four lots, make it consistent with the
19 neighborhood, and come up with a drainage plan to make sure
20 that his is compatible with what's there.

21 That's all we're asking. Nobody is being
22 unreasonable to him. He was very reasonable, very nice when
23 he talked to me. We had a nice discussion. I wish he would
24 have sent me his development plans. I might have felt more
25 comfortable. But, you know, I don't agree with six lots. I

1 do agree -- and we object to six lots -- I would not object,
2 I don't know about my neighbors, but four lots as long as
3 the drainage is addressed.

4 And there is an issue that TreeLawn Road is
5 part of our subdivision. It's been accepted. But it's part
6 of our subdivision.

7 MR. WILLIAMS: If you can wrap it up.

8 MR. HOLLEMAN: It's subject to those
9 subdivision regulations. So there is part of this that is
10 subject to those subdivision regulations or covenants.

11 In any event, we appreciate your time. We
12 hope you'll take our comments in the spirit they're meant as
13 a positive, not a negative. We're not up here screaming and
14 hollering at anybody. We think that the development is
15 reasonable but it ought to be reasonable consistent with
16 what is there and not adversely affect citizens of Gulfport
17 over money. I mean, ultimately that's what it's about. I
18 mean, what else can you say.

19 MR. WILLIAMS: Appreciate it.

20 MR. HOLLEMAN: Thank you.

21 MR. WILLIAMS: Thanks a lot.

22 Next person to speak against?

23 MR. DYAL: I'm Jonathan Dyal. I live at 9360
24 Oak Island Road, Gulfport, Mississippi 39503.

25 I agree with everything that Mr. Ormes and

1 Mr. Holleman just told you. And I'm going to back it up
2 with some documents just to make the record in case there's
3 an appeal to the City Council or appeal to a court. I'm not
4 going to try to replay everything they just said. Okay?

5 MR. WILLIAMS: All right.

6 MR. DYAL: So the first document I have --
7 these are the code of ordinances. And I'd like to make them
8 the first exhibit.

9 If you go to the second page, it's what you
10 all have written in the application, if you go under D(3),
11 it talks about the minimum depth. And it says the maximum
12 depth of any lot exclusive of unusable land shall be three
13 and one-half times the width of the lot at the building
14 setback line.

15 And in the application that he submitted
16 which is my next exhibit, it specifically says that he's in
17 violation under this current plan of that particular
18 ordinance.

19 He's asking you to give a variance. He's
20 created the problem by trying to do six lots. And what he's
21 trying to do is he's creating a hardship, and he's asking
22 you to give him a variance from the hardship he's creating.

23 So he's asking you to do a 60 lots (sic)
24 which violates the own ordinance, and he's asking you here
25 tonight to grant him a variance from that. Does that make

1 sense? That's what he's trying to do with that.

2 I did talk to Mr. Pemberton. He called me
3 about three weeks ago. Pleasant conversation. I'm sure you
4 would agree he and I had a pleasant conversation. Very
5 nice. He was a very nice man. I've never met him before.

6 And he said what can I do for you to come in
7 support of me on this project. I said show us the drainage
8 that you're trying to do, drainage plan you're trying to do
9 for this property. I said I have a problem because I've had
10 to sue a neighbor before over drainage where they flooded my
11 back yard. I don't want to have to sue you for flooding our
12 yards by building these six lots. I said just provide us a
13 drainage. I said you need to go meet with all the
14 neighbors. Take it off the agenda tonight and go meet with
15 your neighbors and show them a drainage plan.

16 And he said no. He said I'm going to go and
17 sell these lots and I'm going to get it subdivided, and he
18 told me at least five times he was on the planning
19 commission, he was going to get these six lots, and then he
20 was going to sell them, and then he'll worry about the
21 drainage after the fact.

22 I said, well, you're putting the cart before
23 the horse. You got to go and put together a drainage plan,
24 go get it approved, and then come and ask how many lots that
25 you need for the property.

1 That's the problem that I have with it is
2 drainage.

3 So if you look at the first page of the
4 ordinances here, and I did mark it up for you, but if you go
5 under A(3), it talks about land subject to flooding. And it
6 says land subject to periodic flooding and land deemed to be
7 (sic) the planning commission to be uninhabitable shall not
8 be platted for residential occupancy nor for any use that
9 may increase danger to health, life, or property or
10 aggravate the flood hazard, but such land within the tract
11 to be subdivided shall be set aside for such uses and shall
12 not be endangered by periodic or occasional inundation or
13 shall not produce unsatisfactory or insanitary or
14 unhealthful living conditions.

15 My point is, y'all have the ability here to
16 say, you know what Mr. Pemberton, we're not against
17 development because our neighbors aren't against
18 development. Go back and redraw this and come up with a
19 drainage plan on the front end and come up with a reasonable
20 width size and come back and meet the neighbors and then
21 come to the planning commission. We can all hold hands at
22 that time.

23 But right now we don't have that. We're
24 doing it backwards.

25 So the next thing, I think y'all have the

1 technical report, so I'm not going to put it back into
2 evidence, but it says in here, he's got it in here that this
3 does not comply with the ordinances that you all are
4 mandated to comply with. Okay? So that would be my Exhibit
5 Number 2, and I'll give a copy to you on that.

6 Exhibit Number 3 is the letter that Mr. Ormes
7 was talking about. I think everybody has a copy of it.

8 Everybody has a copy of it?

9 If you could, flip over, and it's going to be
10 a picture which I can't put up there for you. But it's the
11 city's own flood map. It's the pink and blue map. Does
12 everybody see it? It's about -- that's it, Mr. Williams.
13 Everybody got it?

14 The property he's asking to be subdivided,
15 it's got a little arrow there. All of it's under water.
16 This is what Mr. Holleman was talking about. This is what
17 naturally drains right now from our neighborhood. It flows
18 all the way through our neighborhood all the way to the
19 bayou. That is water where he's trying to subdivide.

20 If any of you have driven out there to see
21 it, he's already cut down the trees, and he's planning to
22 fill it up with eight foot of sand or mud or dirt or
23 something.

24 But what we're telling you is that's water
25 drainage. And all I asked him on the phone very nicely was

1 please give us some kind of drainage plan. You can't wait
2 and subdivide and go build houses and then figure out the
3 drainage.

4 Last but not least, I do want to introduce a
5 case, and it's what Mr. Holleman alluded to. Do you mind
6 handing it out for everybody? Thank you.

7 MR. WILLIAMS: Can you go ahead and be
8 explaining it while he's handing it out or whatever?

9 MR. DYAL: I'm going to explain it.

10 MR. WILLIAMS: Because you're at your five
11 minutes already.

12 MR. DYAL: I'll give you the one sentence.
13 This is exactly the same situation where an upper landowner
14 diverted natural water on the lower landowner's property.
15 And the judgment in Harrison County entered on behalf of the
16 plaintiff as a lower landowner in the amount of hundred and
17 seventy thousand was upheld on appeal for alteration of the
18 natural drainage by the upper landowner.

19 And the reason I'm bringing this up, and I
20 want to put it in in case we have to appeal this, is I
21 explained this to Mr. Pemberton on the phone. I said go do
22 that drainage plan. I don't want to have to represent my
23 neighbors or myself if you flood my house. Go put that
24 drainage plan in first.

25 And that's all we're asking you to do. Tell

1 him to take a step back. Go get a drainage plan. Go get a
2 better width. And come back with a better plan.

3 But just putting it up for sale and cutting
4 down the trees and then telling us after the fact I'm doing
5 this with the planning commission, and then I'm going to do
6 it with the city, that didn't sit well with our neighbors.
7 And that's the problem we're having.

8 Very nice guy. But I'll just tell you that
9 doesn't work for us.

10 Thank you.

11 MR. WILLIAMS: So, Mr. Dyal, just one of the
12 things that you mentioned or whatever about it being in a
13 flood zone and things. The dotted arched line that goes up
14 there, whatever, everything north of that is in the flood
15 zone, everything that's within that dotted line south of it
16 is not according to the map, right? Just for clarity.

17 MR. DYAL: From what I can tell, yes. And
18 what Mr. Ormes did is he went and got an engineer to
19 actually look at the property and has written y'all a report
20 in there that talks about the wetlands and the wetlands
21 delineation that needs to be made.

22 But, yes, everything north of that, see Lot
23 1, 2, 3, 4, 5, 6, all of that north is all what's in blue
24 here. It follows this line.

25 And where that house that he tore down used

1 to sit is probably about Lot 2 on the south side. And it
2 wasn't accessed by TreeLawn.

3 And all that flows into our neighborhood at
4 Oak Island.

5 MR. DAIGLE: Just to clarify. You don't have
6 an issue with the width of the lots, as you said the
7 drainage was your only contention?

8 MR. DYAL: No, sir. I said I do have a
9 problem with the width.

10 MR. WILLIAMS: Yeah. That was mentioned in
11 his opening comments that he agreed with everything the
12 previous speakers had mentioned. So, yeah.

13 MR. DYAL: I didn't want to repeat what Mr.
14 Holleman and what Mr. Ormes said. I wanted to focus on the
15 flood. But I agree with them, it needs to be -- you can't
16 build on a 60 foot width lot in our neighborhood.

17 MR. DAIGLE: Thank you.

18 MR. WILLIAMS: And just for clarity going
19 forward when you say that, we'll understand that you're
20 opposed to the things that have been said previously, too.
21 So we appreciate it.

22 All right.

23 MR. DYAL: Do you have four exhibits? Let me
24 make sure I've got the four exhibits for the record. Thank
25 you.

1 MR. WILLIAMS: All right. Next person to
2 speak?

3 MS. RICHARDSON: My name is Marcella
4 Richardson, and I live at 11535 TreeLawn Street, and I agree
5 with everything that my neighbors have said against the
6 planned subdivide.

7 MR. WILLIAMS: Okay. Thank you so much.
8 Appreciate you getting on the record on it. Thank you.

9 Next person?

10 Anyone else here to speak against the case?
11 All right. Yes, sir.

12 MR. OLSEN: Good afternoon. I'm Johnny
13 Olsen, 304 Southern Circle, Gulfport, which is obviously not
14 on TreeLawn, but I also own a lot on TreeLawn. So I'm one
15 of the last buildable lots.

16 I just want to go on the record saying I
17 agree with what they've done, what they've said. I am also
18 not opposed to development.

19 As an architect, I played around with the
20 sketch. I did a drawing that shows how there could be six
21 lots, wider lots, where four of them faced Evans, two of
22 them faced TreeLawn, and you could access it from the
23 existing Clearview Road that's already platted.

24 So that would make it more of a traditional
25 neighborhood development where all of the access would be

1 from the south as opposed to from TreeLawn at all.

2 So there may be a compromise, a way to do
3 this, without penalizing him too much. But again, that
4 requires a subdivision plan to be able to do that.

5 MR. WILLIAMS: Okay. Thank you, sir.
6 Appreciate it.

7 Anyone else here to speak against the
8 request?

9 MR. HOLLEMAN: I wanted to ask, I don't know,
10 I can't see who all is here, if there are other neighbors
11 that aren't going to speak but want to raise their hand and
12 say they're opposed.

13 MR. WILLIAMS: Other neighbors that haven't
14 spoken that are here on this case?

15 (People in audience raise hands.)

16 MR. WILLIAMS: Okay Good deal. Thank you
17 all. Appreciate it.

18 Mr. Pemberton, you want to come back up and
19 address some of these things that we've heard?

20 And specifically, if you want to address the
21 length and -- the width and depth of the lots that was
22 brought up a couple of times and kind of what your thought
23 process is there and how that relates to what the city
24 allows and what you're trying to do here.

25 MR. PEMBERTON: All right. So directly south

1 of my property of Lots 1, 2, 3, 4, and 5, there's four lots
2 that are 50 foot by 283 feet, and they actually touch my
3 property.

4 MR. WILLIAMS: Those are south of your
5 property there?

6 MR. PEMBERTON: Yeah. So right where that
7 compass is, there's four lots Barney creel owns, and they're
8 50 foot by 283 feet.

9 So in a like kind manner, what I'm abutting
10 is actually smaller than what I'm proposing.

11 And the main reason why I'm doing it this way
12 is because my intent -- well, let me clarify -- also it's
13 not one lot being subdivided into six. It's two being
14 subdivided into six. So I'm only adding four lots.

15 But on Lot 6, it's never an intention to be
16 developed. It's always been intended to stay woods so that
17 it can act as a natural sound barrier for the neighborhood
18 from Cowan-Lorraine.

19 So you have Cowan-Lorraine or 605, then you
20 have woods, then you have Evans, then you have woods which
21 are on Lot 6. So if you went south on my Lot 6 all the way
22 down to Hillcrest, Barney Creel owns that. And when I
23 started talking to him, he bought that property to keep as a
24 buffer for his four lots that he has directly south of me,
25 so I wanted to honor that same thing in the north.

1 And the depth, I also want to be clear, I
2 don't want to be part of Oak Island, never was my intention
3 to be a part of Oak Island. I bought this property.
4 Originally I was going to build my personal house on it. We
5 have just gotten so busy now I don't have time. So decided
6 to develop -- not develop it, subdivide it.

7 But my intention is, and I've cleared a
8 little section about 25 feet wide in between Lot 6 and 5,
9 and I was going to do the same thing between 3 and 4 and the
10 same thing in between 1 and 2. And what that would do is
11 have about a 25 foot wide concrete pad coming in off of
12 TreeLawn, and then that would divide into each house that's
13 going to be back there.

14 The houses are going to be set back about 150
15 feet give or take, maybe some even 200. The first three and
16 possibly four lots, the houses won't even be built in a
17 flood zone. I'm not going in and filling any of this.

18 So when we come in through a driveway
19 scenario for Lots 3, 4, and 5, and that's when you go
20 through a plan, the process is you turn in a set of plans to
21 build, you show everything on there. You have to show a
22 drainage plan.

23 If that drainage plan is not adequate, the
24 city is not going to give me a permit. And that's not what
25 we're here to talk about. I'm not doing a subdivision.

1 What classifies a subdivision is when I'm going in and
2 putting streets.

3 The street is TreeLawn. When I bought the
4 property, I bought one lot that had a house on it that I was
5 going to build on. I took it down and met with Cory I think
6 it was at the city. He said, Garlon, you got a problem. I
7 was like what's that? He said you can't access this house
8 the way you think you can. I was like why not? He said
9 because Clearview doesn't touch your lot any more. It got
10 vacated and no one paid attention to it. So I had to buy
11 the lot next to me to even be able to access either lot
12 through Clearview.

13 So Lots 1, 2, 3, 4, and half of 5 the way it
14 sits currently like without it being resubdivided are one
15 lot, and then half of Lot 5 and all of Lot 6 is another one.
16 Well, I'd have to access through TreeLawn anyway. And
17 TreeLawn is a city road; it's not a neighborhood road. It's
18 into the neighborhood, I understand that.

19 But my vision is to leave a buffer of trees
20 and the houses be set back.

21 And, I mean, to say you can't build a nice
22 house on a 60 foot wide lot, I think I was talking -- I
23 forgot who I was talking to, I was in Rosemary. I mean, the
24 houses start at \$4 million over there, and the lots are like
25 50 by 50. You know, you can do whatever you want. And

1 Brandon and everybody knows you can make something out of a
2 60 foot lot. I've built tons of homes in Florence Gardens.
3 I mean, not one of the houses that I'll build and sell is
4 going to be under four hundred and fifty thousand which is
5 equal to or greater than most of the houses there.

6 I have a \$1.5 million house right now on the
7 road on the water. I'm not trying to hurt myself, you know.

8 MR. WILLIAMS: And then I was going to ask,
9 and obviously you're subdividing land and to have a plan of
10 where utilities are coming in, the drainage plan, and all
11 those things is not required. Any comments, any issues on
12 any of those?

13 MR. PEMBERTON: Well, first of all, none of
14 it's relevant for today's meeting.

15 MR. WILLIAMS: I agree with you.

16 MR. PEMBERTON: But second of all, the way
17 the utility companies work, they already have underground
18 trench, they're going to go right underneath to the
19 pedestal. They'll probably have to set a new pedestal
20 somewhere in between Lots 5 and 6 if I had to guess, and
21 they'll run underground, and they'll come up with their
22 lines how they always do.

23 Same with the water. Same with the sewer.
24 Same with the telephone. Nothing will be overhead.

25 You know, let's see, creating a drainage

1 problem -- let me back up.

2 I could go ahead and not have the 60 by 300
3 lot right now and resubmit for the next meeting and have an
4 entrance coming off of Evans, and I could make it seven
5 lots. Same scenario. That lot would be 100 by 300, and
6 then those six lots would then be 60 by 200. All that fits
7 within the city parameters. Hundred percent.

8 I don't want to do that. I want to keep the
9 sound buffer. I also don't want these houses to feel like
10 they're part of that neighborhood. That's why I'm keeping a
11 tree buffer across at the front where TreeLawn is.

12 So I understand, and I hear what everyone is
13 saying. But literally the lots that abut me are 50 by 283.
14 I'm only doing this keeping them so deep, we're trying to
15 keep the noise barrier, and I'm trying to make it look
16 different.

17 I mean, it's been woods driving in ever since
18 any of them ever bought in Oak Island.

19 And again, I don't want to be a part of any
20 covenants. I mean, I'm selling the lots for ninety
21 thousand. If anybody can understand, you can't put -- I
22 think somebody told me, I think it was Gif -- said I don't
23 want FEMA cottages. Mathematically speaking, I don't know
24 how you could put a FEMA cottage on a \$90,000 lot.

25 And the next thing I heard is I was building

1 houses up on toothpicks. I'm not building houses on
2 pilings. However, if I had to make my lots shallower, I
3 might have to put them up on pilings. And that would be a
4 total game changer in looks when you turn in that
5 neighborhood. I'm trying to keep that in mind in designing
6 these lots.

7 MR. WILLIAMS: Commissioners, any questions
8 for Mr. Pemberton right now?

9 MS. ADOLPH: I have one.

10 MR. WILLIAMS: Yes, ma'am.

11 MS. ADOLPH: Mr. Pemberton, you are one of
12 our colleagues as you serve on planning with us. My
13 question to you in terms of drainage -- what? It's on, it's
14 on.

15 In terms of drainage and the plan since we
16 work with our citizenry as best we can, and you know that,
17 and you know how I am.

18 And my question to you is: With that plan,
19 is there a plan for drainage that can be shared with the
20 residents in the community?

21 MR. PEMBERTON: So quick answer is the water
22 that's coming through my lot has never been designed to come
23 through my lot. That water got dumped on me or on this land
24 because of the 605 expansion and the ditch was never
25 maintained going north and then back going east.

1 MS. ADOLPH: Back me up now. Come on now and
2 help me. Would you answer my question? I'm an old public
3 health social worker.

4 MR. PEMBERTON: I'm getting to it. I'm
5 getting to it.

6 MR. WILLIAMS: He's getting there.

7 MR. PEMBERTON: So where I'm going with that
8 is I don't have -- I'm not trying to pipe the whole thing.

9 MS. ADOLPH: Okay.

10 MR. PEMBERTON: The only area we're going to
11 have any type of pipe -- and, again, this is when you turn
12 in for a building plan and you meet with engineering, with
13 Jeremy and these guys, we have to size the pipe adequate
14 enough to when that driveway goes over it, it's not choking
15 to speed up the water flow.

16 So if I end up having to put three 48-inch
17 pipes, you know, and basically build a bulkhead on each side
18 to allow the water through it so it does not mess up the
19 water flow, that's what we have to do.

20 I don't have a master drainage plan because
21 this is not a subdivision. I'm not required to. This is on
22 a case by case. I mean, if the driveway goes in over here,
23 then you dictate that. If the driveway goes in over there,
24 it's dictated there.

25 This is not to speed up the water. And I'm

1 not putting fill by where any of the water is. I don't even
2 know how I'm affecting the drainage at all, to be honest
3 with you. If anything, when you clear -- and we have a
4 machine that's just been eating up the trees -- when you
5 start letting sunlight on water, what happens to the water?
6 It starts dissipating. It's already drier now than it's
7 ever been, and just in two weeks.

8 So part of what we're doing is going to help
9 the drainage indirectly. But I'm not in here -- I'm not
10 filling land, I'm not building houses on pilings, I'm not
11 building chain walls ten feet tall. I'm not affecting the
12 drainage. We just have to cross it.

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

15 MR. HEWES: I've got a few questions if I
16 can, Garlon. Let the train go by.

17 First thing is on the pink and blue, the
18 flood map that was referenced. Is this piece of property or
19 the line going through it, this is not a floodway, it's just
20 a flood zone, correct?

21 MR. PEMBERTON: Part of it's a flood zone,
22 and part of it's not.

23 MR. HEWES: The difference between a flood
24 zone and a floodway is floodway is where the --

25 MR. PEMBERTON: You can't build on a

1 floodway. You can't fill -- well, I'm not going to lie to
2 you on that. You actually can build on a floodway. You
3 have to offset --

4 MR. HEWES: But I'm asking, this is not in a
5 floodway, it's a flood zone?

6 MR. PEMBERTON: No. I'm in the middle of a
7 street.

8 MR. HEWES: Okay. That's what I wanted to
9 ask.

10 Another thing, as everybody has been
11 mentioning, you are a member up here of the planning
12 commission, and although a drainage plan might not be
13 required for this map change, it sure helps with the local
14 community to have a site plan. And I think that's what the
15 neighbors are asking.

16 And you verbalized a site plan as clear as
17 can be. And do you have that in writing anywhere where you
18 could share it with them and show that it's not going to be
19 a harm to their community and it's going to benefit as far
20 as the drainage? Because a site plan is I think what
21 everybody wants, and I think the communication of that is --
22 would be helpful in the whole situation.

23 MR. PEMBERTON: Again, I don't know where the
24 driveway is going to be for each lot. So to show a site
25 plan, I mean, I can give you whatever you want, but it's

1 just going to be as good as the paper it's written on. And
2 I don't want to give you something that's not going to be
3 set in stone. That's just not right. I'd rather just say
4 -- and I forgot who I was talking to on the phone-- I said,
5 you got to trust the systems that are in place. And the
6 system is when you turn in a building permit, I have to show
7 that that's going to drain adequately. If not, they won't
8 give me a building permit.

9 And one of the people said, well, we just
10 don't trust the city engineering. I'm like, well, that's
11 not my responsibility. I go through the process. I have to
12 show that at each permit.

13 I guess I'm kind of confused. I understand
14 if I was creating a subdivision to create a site plan, but
15 I'm not creating a subdivision, so it's a case by case. And
16 I don't have to do a master drainage plan because only
17 reason we're going to have anything is where the driveway,
18 and we don't know where that is, whether it's to the left or
19 to the right.

20 And on Lots 1, 2, and 3, it's really
21 irrelevant. Six we're not building on. So it's only really
22 relevant on Lot 4 and 5.

23 MR. HEWES: But what you told us you were
24 going to put a concrete pad with the drainage under it
25 whatever the requirements are.

1 MR. PEMBERTON: No, no, no. I said I'm
2 putting a 25 foot concrete pad; none of that's on the
3 drainage. The drainage is in between.

4 MR. HEWES: Okay.

5 MR. PEMBERTON: It's going to go from there
6 to the house. So if you'll follow that ditch line, I didn't
7 create that ditch line, by the way. That was the surveyor
8 who went out there and located that with a GIS mapping
9 system. But that ditch line, if the driveway is to the
10 left, would have a pipe under it. If the driveway is to the
11 right, it would have a pipe under it.

12 And again, Lot 6 is not -- it's not really a
13 --- I just had to make it a buildable lot for city purposes.
14 It's not necessarily going to be. And he did send me -- he
15 sent a site plan, and it faces Evans, and it does give the
16 six lots. But it messes with the drainage 100 percent.

17 And designing these lots, the two biggest
18 things I kept in my brain was sound because once you start
19 cutting trees down and you have all that traffic on 605,
20 it's loud. And the less trees, the louder. Just go in to
21 Florida, they're building concrete walls to kill the sound.

22 And the second thing was drainage. And with
23 my lots -- with my houses being all the way in the back, I
24 needed the depth of the lots.

25 But I respect if y'all don't want that, like

1 I said, I can come back in and put a lot going this way
2 (indicating), but we ruin two things. We open up the sound
3 barrier, and then I still have 60 foot lots by 200 at that
4 point. So all my houses will be pushed up forward.

5 MR. WILLIAMS: Other questions?

6 MR. JONES: I have a comment. I understand
7 what everyone in here has said. Garlon is one of us, we
8 love him. I love what the people said about building all
9 those beautiful homes with the smaller homes. So I
10 recommend, this is my recommendation, is that I would hope
11 that you all could maybe sit down and talk about it and try
12 to come to some kind of conclusion before we vote. So
13 either way we vote, somebody is going to be hurt. That's
14 basically what I'm saying.

15 MR. WILLIAMS: Thank you, Coach.

16 Any other comments?

17 MR. ELLIOT: I've got a question. Garlon, on
18 Lot 6 you said you don't plan to build on it, it's going to
19 be a buffer. What if, and this is just scenario, we're not
20 here to talk about other options, but possibly something to
21 talk about maybe bring it back, I don't know.

22 Just because like everyone has said the
23 drainage and the lot sizes are a serious concern. What if
24 you push your front setback back and have it in writing
25 where it is so that that tree buffer is like on your plat,

1 put a lot across the bottom, and consider having Lot 6 have
2 a buffer, like a dedicated buffer, maybe within Lot 5. And
3 you might be able to grow your front setback and still have
4 six lots and not even have to dedicate one to a buffer and
5 make the neighbors within that community satisfied with
6 that.

7 I don't know feasibility wise, but it might
8 actually give you an extra lot and accomplish what they want
9 to accomplish, you know, with assuring that the street scape
10 across the tree line isn't changed. And then also, you
11 know, you get the homes and the drainage like you said is
12 determined by engineering.

13 MR. PEMBERTON: Yeah. I mean, I'm fine with
14 putting something -- buffer on the front. The downfall of
15 shifting any lots going back east is you'll see where that
16 ditch doglegs right almost at the Lot 6 property line and
17 then it starts going north, so those other lots remain
18 buildable without touching it. My feel would be is if I
19 make them wider, you have to redirect natural drainage at
20 this point, and I'm trying to eliminate touching any natural
21 drainage.

22 But what you're saying is, I get it, I'm not
23 opposed to it, I'm just -- I don't know that shifting lot
24 lines is going to help anything. It might create more of an
25 issue.

1 Like I said, I mean, I could take that back
2 lot line and go 100 foot north, and then those six lots
3 would be 60 by 200 which I'm allowed by the city ordinance
4 is 60 by 210, and then that would be 100 by 300 which would
5 be a three to one, not a three and a half to one.

6 But then I'd have to access through another
7 drainage. I mean, it's just more dealing with drainage.

8 But I don't think that's what we're here for
9 today is the drainage.

10 MR. WILLIAMS: Yeah.

11 MR. PEMBERTON: And I do believe -- I mean, I
12 deal with the city engineering, and you do, too, I believe
13 that the processes that they have put in place, I mean, I've
14 been denied many times and had to get an engineer to
15 redesign the drainage to go back and make sure it would
16 work.

17 So I do trust that system. I think it gets
18 better every day.

19 MR. WILLIAMS: Other questions?

20 MR. SELLERS: I'd l like to ask a point for
21 clarification. And, Garlon, if I'm saying this right, tell
22 me so. I'd like for the staff to also say.

23 So Lot 6 is larger than the others. But if I
24 heard you right, by the regulations you had to make it a
25 buildable lot to do this subdivision, and the only way to

1 make it a buildable lot because of the 25 foot setback is to
2 make it that width. Is that an accurate statement?

3 MR. PEMBERTON: Yeah. It's 60 -- well, it's
4 60 foot at the narrowest point.

5 MR. SELLERS: Okay.

6 MR. PEMBERTON: So the front became --

7 MR. SELLERS: I see that. Okay. I see that
8 now.

9 MR. PEMBERTON: But you are accurate.

10 MR. SELLERS: I see that now. I didn't see
11 the taper, so I understand now.

12 MR. PEMBERTON: Yeah. I didn't just make it
13 67 to make it 67.

14 MR. SELLERS: Thank you.

15 MR. WILLIAMS: Other questions?

16 All right.

17 MS. ADOLPH: One more question. Would you be
18 amenable to -- because you serve on this commission with us,
19 and because of the concerns of citizenry, would you be
20 amenable to confer with them at some point prior to making
21 your final decision? Would you be amenable to do that?
22 Because it seems like there are a lot of questions that
23 remain from the citizenry that is given based on the fact
24 that they are on (). And could you do that, Mr.
25 Pemberton?

1 MR. PEMBERTON: I've offered it many a times.

2 MR. WILLIAMS: So, Ms. Virginia, just for
3 clarification, are you asking him to withdraw the
4 application?

5 MS. ADOLPH: No, I'm not. I'm asking for it
6 to be tabled for a month for him to look at talking to the
7 residents and mapping out things and see if that is within
8 his time frame that he could do that. Because there's a
9 balance in that, the balance to me, and this is worth two
10 cents and a Snicker, the balance is that being a servant, a
11 volunteer servant, as well as being a business person,
12 sometimes the two -- sometimes we have to -- our fish bowl
13 is bigger than just us. And that's just where I am.

14 MR. PEMBERTON: Well, to clear the record,
15 only one person contacted me on anything, and he came to my
16 house on a Sunday night. And I got in my golf cart, and I
17 drove down there with him and went over it. And when he and
18 I left, he was like, oh, I like what you got. And I said,
19 look, I live right down the road. I've got to fly out to
20 Naples in a week for my son's tennis. I have all week.
21 I'll meet any day, any time, and everyone can come to my
22 house. I'm glad to show whatever. He said okay.

23 Didn't hear from him. Didn't hear from him.
24 I reached out to him. Didn't hear from him. Reached out to
25 him. Reached out to him. And then they put me on speaker

1 phone at the house there with 14 people. And I explained a
2 lot of this. I talked to Mr. Tim. The reason why I didn't
3 send him all this stuff is because he said he was going to
4 send me his contact info; he never sent me his contact info.
5 I didn't know where to send it.

6 I've offered. So to say will I table it to
7 keep offering, that's not fair from a financial aspect when
8 I've been offering and I've been willing.

9 I feel like I have nothing to hide. I'm not
10 trying to do anything wrong.

11 And I truly -- I mean, I don't know if Marvin
12 is here. I said everyone can come to my personal house.
13 I'll sit down with everybody. I have nothing to hide.

14 MS. ADOLPH: And I understand that. At this
15 point, though, we have all parties here, so the whole thing,
16 any miscommunication or non-communication or mixup in terms
17 of how to communicate with folks, everybody is here, and I'm
18 hearing the same thing. So it's up to you.

19 MR. PEMBERTON: Yeah. And I've always been
20 very vocal about the same thing. I think it was Gif. He
21 was telling me about an erosion issue he has on his current
22 lot. Well, that's not my fault. I'm not the one doing
23 that. He even admitted he was having that issue before he
24 bought the home.

25 And my answer has always been whatever side

1 I'm on, if you don't like what I'm doing, it's for sale, buy
2 it from me, or not. I don't care. I mean, I would buy it
3 if I didn't want somebody to do it.

4 I'm not asking for any favors.

5 MR. WILLIAMS: Thank you, sir. Appreciate
6 it. Thank you. Appreciate it.

7 All right. Commissioners, any questions for
8 the staff on this?

9 MR. SELLERS: I would just like for the staff
10 could address the issue of the three and a half times the
11 width statement. It was listed in our notes as something to
12 consider. Mr. Dyal represented that that was a statement in
13 our code of ordinances. I would just like to hear staff's
14 position or opinion on what is the importance of that three
15 and a half times the width situation.

16 MR. HOLMES: That is a situation that came
17 out of the annexation that we had back in 1994 to -- there's
18 a lot of lots that are not square in their configurations.
19 So that was a product of that.

20 This comes up time and time again. This is a
21 modification that this board can make, and we usually put in
22 a check for coordinates in that. So if you make an
23 approval, that's part of your approval.

24 MR. SELLERS: Thank you.

25 MR. HEWES: Along the same lines, the code of

1 ordinances that Mr. Dyal shared with us, the one thing that
2 I have a question on, and Hugh, you might have to answer
3 this, it's that A Number 3 about land subject to flooding.

4 Legally, it sounds like -- I've never seen
5 this before, but can someone give me some clarification on
6 the legal side from the city on this on A Number 3? Do you
7 know what I'm talking about?

8 MR. HOLMES: I see that Mr. Keating wants to
9 speak on that.

10 MR. KEATING: Can you restate the question,
11 please?

12 MR. HEWES: So in the ordinance list that Mr.
13 Dyal shared with us, in the front page A Number 3, it says
14 land subject to flooding.

15 Land subject to periodic flooding and land
16 deemed by the planning commission to be uninhabitable shall
17 not be platted for residential occupancy nor for any use
18 that may increase inundation or shall not produce
19 unsatisfactory, insatisfactory, or unhealthy living
20 conditions. If the land to be subdivided is located in an
21 area having poor drainage and other poor physical
22 impairment, the planning commission may approve the
23 subdivision provided the subdivider agrees to make such
24 improvements as are necessary to render the area
25 substantially safe for residential use or in lieu of

1 the improvements shall furnish a surety bond or certified
2 check covering the costs of the required improvements.

3 I just want a legal -- someone that's kind of
4 neutral with the city, not on either side of it.

5 MR. KEATING: Well, the planning commission
6 would need to make a finding, a fact finding, that it
7 required the remedial actions that that ordinance provides
8 for.

9 So that's really going to be on the
10 commission to make that determination if there are facts
11 that merit requiring those type remedial efforts.

12 MR. DAIGLE: Can we get that from the staff?
13 Can they tell us that this is an area subject to flooding?
14 And that helps us inform our decision. Where are we
15 supposed to get those facts from?

16 MR. KEATING: Well, the record needs to be
17 made one way or the other to support that.

18 MR. WILLIAMS: And I think when you look at
19 that, we've got to remember that it's more than just being
20 in a flood zone. I mean, it's uninhabitable and an issue
21 and a problem and those things. So it's a little bit bigger
22 than being just in a flood zone.

23 All right. Other questions for Mr. Keating
24 while he's here or the staff?

25 All right. Thank you, Mr. Keating.

1 Appreciate it.

2 MR. KEATING: Yes, sir.

3 MR. HEWES: Thank you.

4 MR. WILLIAMS: All right. Can I get a
5 motion, Commissioners?

6 MR. HEWES: Mr. Chair, I'm going to make a
7 statement before I make a motion. I'm going to have some
8 people that are good friends that are probably not going to
9 like what I have to say. But I think Mr. Pemberton
10 explained himself pretty clearly. And what he stated is on
11 record here as legal record. So if there is any flooding or
12 anything that comes from his development, you have legal
13 recourse by the notes being taken here.

14 With that being said, I move we allow, we
15 approve this subdivision.

16 MR. WILLIAMS: All right. Do I have a
17 second?

18 MR. SPANN: Second.

19 MR. WILLIAMS: We've got a motion and a
20 second to approve the subdivision. Any further discussion
21 by the commissioners? If not, I'm going to ask for a show
22 of hands. All those in favor of the motion, raise your
23 right hand. Seven.

24 (Daigle, Sellers, Spann, Hancock, Elliot,
25 Jones, Hewes).

1 MR. WILLIAMS: All those opposed?

2 (Adolph).

3 MR. WILLIAMS: We've got one. All right. So
4 it's been approved. Thank you all so much. Appreciate it.

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2206PC103

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 48 pages constitute a true and correct transcription of said hearing held on the 23rd day of June 2022.

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 3rd day of July
2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: Zoning Map Amendment 2204PC073:
(Remanded back to Planning Commission by City Council)

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC073

Hearing Date: April 28, 2022

Current Zoning/Use: R-1-15 / Residential

Legal: Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

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 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.

The applicant requests to rezone a parcel from R-1-15 (Single-family) to an I-2 zoning district (Heavy Industrial), located at 15361 S. Swan Road. The property currently has a single-family residential home on the property as well as an accessory building. The applicant has asked for a resubdivision that will also be heard on April 28, 2022 by the Planning Commission in order for the applicant to have the accessory building to sit on its own parcel and allow the applicant to expand his existing business. Please note that the resubdivision must be approved prior to rezoning.

The applicant further states, "the nature of the request involves re-zoning proposed Parcel A from R-1-15 (Single-family) to I-2 (Heavy industry) which will allow for a new commercial parcel." The applicant cites a change in condition for reason for rezoning property. In the application, the applicant states that the proposed zoning is requested because the area is adjacent to an existing industrial use and is within a high growth area for industrial use." The proposed development schedule is to begin construction immediately after the resubdivision has been recorded by the Harrison County Courthouse. The above schedule is based on normal permitting procedures and reasonable weather conditions. The applicant has further stated that the request is not due to error.

Technical Report

Zoning Map Amendment

The applicant has chosen change in condition as justification for change of the current zoning district:

1. It has be noted by the applicant, that the zoning of this district was not in error.
2. Change of condition is addressed by the applicant, as this area is a high growth area for industrial use; however, there have not been any new construction in the past year with an industrial use. Although the adjacent property is zoned I-2, the applicant has not proven a change in condition as required per the City of Gulfport legal department.

EXECUTIVE SUMMARY

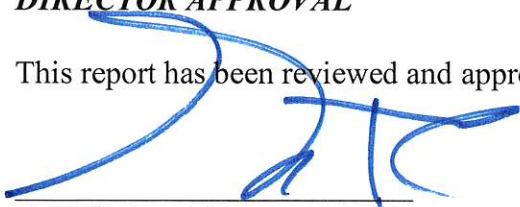
Approving this request would negate many of the principles for which zoning regulations are intended. Furthermore, the city should enforce its current zoning regulations for the applicant has not shown just cause of needing this property to be rezoned as required by the City of Gulfport legal department. In addition, this project was denied by the building department due to the fact there is no access to the site as proposed.

Any approval should consider these conditions:

1. Approval of this zoning map amendment allows the proposed parcels to be rezoned from R-1-15 (Single-family) to I-2 (Heavy industry) zoning districts.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

For Staff Use Only

Case File #: 2204PL073Date Received: 3/8/22

Receipt #: _____

Received By: D2Zoning: R-1-15Ward: 7 Flood: X20.19 ACRES

(If necessary, use separate sheet of paper)

TAX PARCEL # 0807E-01-001.000
0000-00-000.000
0000-00-000.000

Address of Property Involved: 15361 S. SWAN RD.

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

General Location: 2,500+/- FT. EAST OF HWY. NO. 49**GENERAL DESCRIPTION OF REQUEST:**

REQUEST IS TO REZON PARCEL A (13.72 AC.) FROM R-1-15
TO I-2 FOR A COMMERCIAL BUSINESS.

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.

OWNERTIMOTHY JAMES DAIGLE, JR.

Printed Name Of Owner

15361 S. SWAN RD.

Mailing Address

GULFPORT MS 39503

City

State

Zip code

228-216-8075

Home Phone

Work/Cell Phone

timd02@yahoo.com

Email

[Signature]
 Signature Of Owner

AGENTHEINRICH ASSOCIATES, LLC

Printed Name Of Agent

1806 23RD AVE., SUITE B

Mailing Address

GULFPORT MS 39501

City

State

Zip code

228-896-6768

Home Phone

Work/Cell Phone

bobby.h@heinrichassociates.net

Email

[Signature]
 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.**

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

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

NAME OF OWNER (PRINT) JENEE MICHELLE DAIGLE

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. SWAN RD., GULFPORT MS
39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

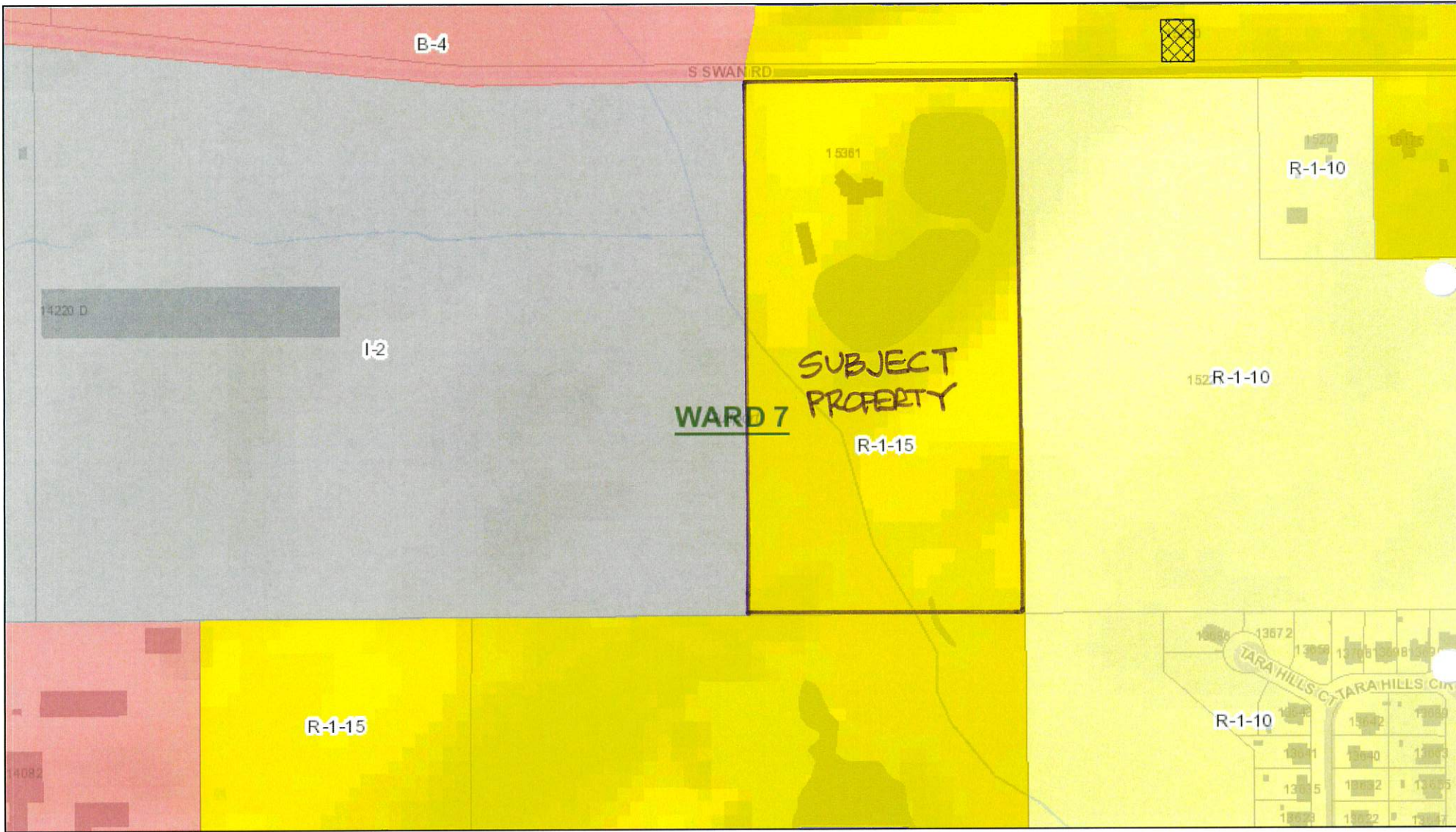
SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

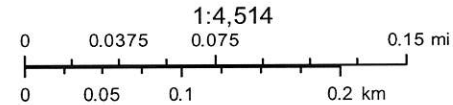
PERSON/AGENT FOR YOU: _____

Gulfport Online Atlas



March 8, 2022

-  Hybrid Zones
  Government Property
-  Hybrid
-  Wards



CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

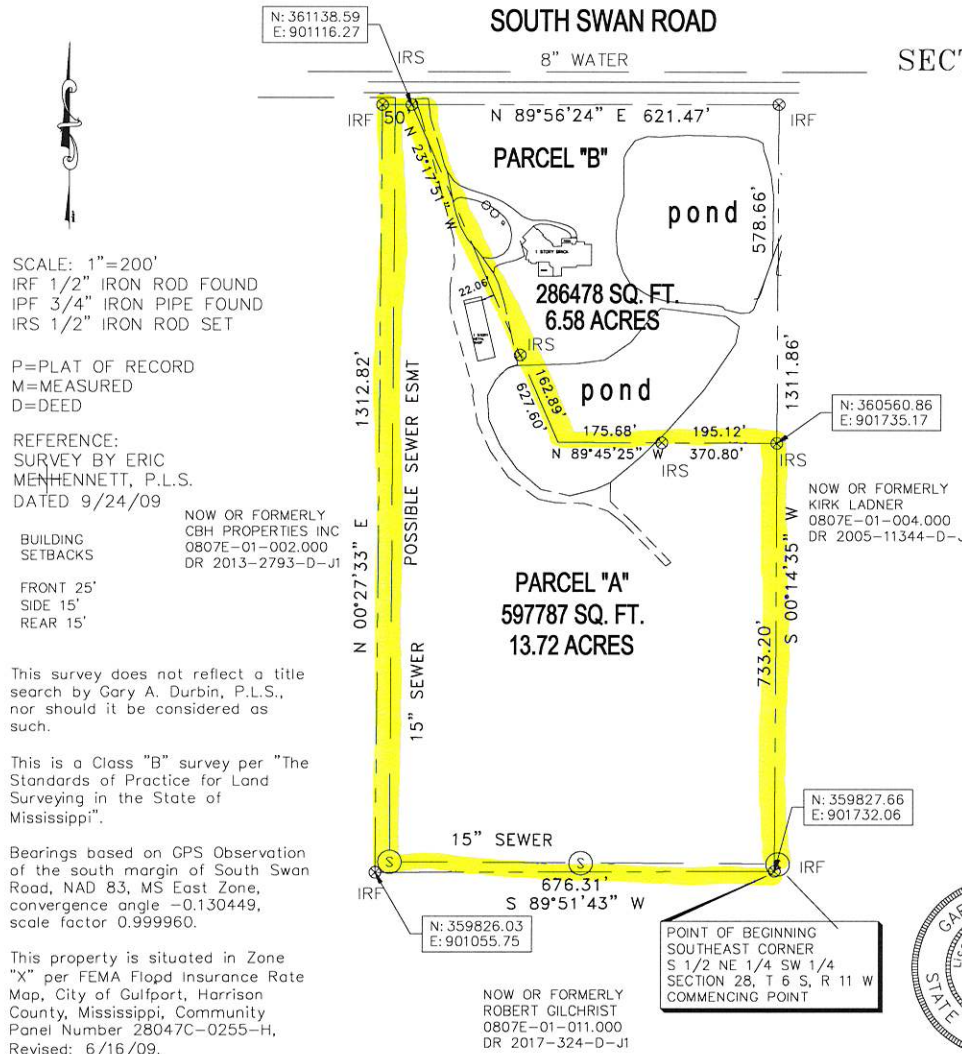
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin
Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokga@aol.com





Johnston 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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 all of which is hereby acknowledged, the undersigned,

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jene Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

as joint tenants with full rights of survivorship and not as tenants in common the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

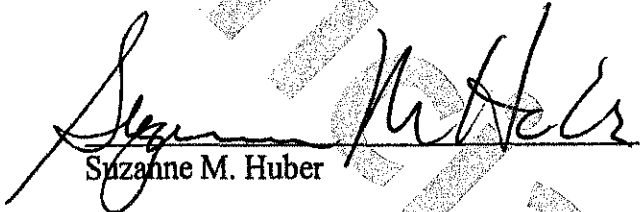
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

WITNESS MY SIGNATURE, on this the 21st day of July, 2016.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

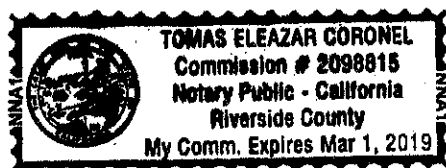

Suzanne M. Huber

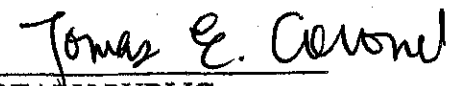
STATE OF CA
COUNTY OF RIVERSIDE

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Suzanne M. Huber, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of July, 2016.

My Commission Expires: MARCH 1, 2019




NOTARY PUBLIC
State of California
County of Riverside

California All-Purpose Acknowledgment
I SS.
On 7/21 2016, before me, Tomas E. Coronel (Notary Public) personally appeared Suzanne M. Huber
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/it executed the same in the capacity in which he/she/it acted, and that he/she/it authorized the signatory on the instrument to execute the same on behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Tomas E. Coronel - Notary Public



Tax Rolls - Real Property

2021 Landroll Information				
DAIGLE TIMOTHY JAMES JR & JENEE MIC 15361 S SWAN RD GULFPORT, MS 39503				
Physical Street Address: 15361S SWAN RD				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0807E-01-001.000	56317	2GO		1
Supervisor District:		Subdivision:		
2				
Exemption Code				
Non-Exempt				
Section	Township	Range		
28	06	11		
Instrument Number(s)				
2016-0005179-D-J1, 2009-0005275-D-J1, 1332/0120, 1320/0536				
Acres	Land Value	Improvements	Total Value	Assessed Value
21	3282	483207	486489	48801 48347.2 / 452.55
Legal Description				
E1/2 OF NE1/4 OF SW1/4 SEC 28-6-11 LYING S OF S SWAN RD				

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	0

Timothy James Daigle, Jr. and Jenee Michelle Daigle

15361 S. Swan Rd.
Gulfport, MS 39503

March 7, 2022

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

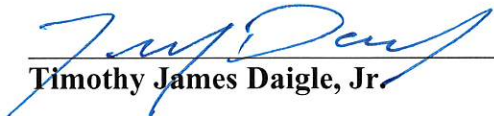
RE: **Agent Letter for Timothy James Daigle, Jr. and Jenee Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Timothy James Daigle, Jr. and Jenee Michelle Daigle** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Timothy James Daigle, Jr.



Jenee Michelle Daigle



Notary

My Commission Expires:

7/26/25



Timothy James Daigle, Jr. and Jeneé Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afroresaid, the within named Timothy James Daigle, Jr. and Jeneé Michelle Daiglewho, after being by me forst duly sworn, stated the following:

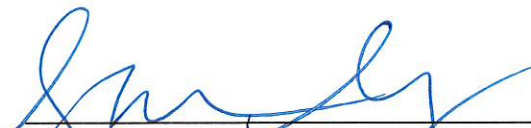
1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jeneé Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 8th day of march 2022.


Notary Public

My Commission Expires:



SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-15 to I-2

**Located 15361 S. Swan Rd., 2,500+/- FT. East of Highway No. 49
City of Gulfport, First Judicial District of Harrison County, Mississippi**

Tax Parcel No's: 0807E-01-001.000

1. Interest:

The official names and addresses of the applicants for this application are as follows:

Timothy James Daigle, Jr. & Jeneé Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503
(228) 216-8075

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
1806 23rd Ave., Ste B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned R-1-15 per the Official Zoning Map of the City of Gulfport. It is generally located on S. Swan Rd. 2,500+/- FT. East of Highway 49. The request involves re-zoning proposed Parcel A from R-1-10 to I-2 which will allow for a new commercial parcel.

Primary access will be provided from S. Swan Rd. The proposed project will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

All infrastructure to provide water, sewer, and drainage surrounds the property. Also, there will also be a minimal increase in sewer flows and water usage. There will be no adverse utility impacts on existing customers or adjoining properties.

2. Change in Conditions:

The applicant is proposing to rezone a 13.72 +/- acre parcel of land. The subject property is adjacent to a I-2 parcel. The application is requesting to rezone the property to expand his personal business. Therefore, the proposed zoning is requested because the area is adjacent to an existing Industrial use.

3. Increase in Need for Sites:

As stated above, the subject property is in a location where I-2 zoning is already established. This parcel is within a high growth area for industrial use.

4. Development Schedule:

The proposed development schedule is to begin construction immediately after the final plat has been recorded in the Harrison County Courthouse. The applicant proposes to begin within 1 month of City Council approval.

The above schedule is based on normal permitting procedures and reasonable weather conditions. The schedule could be set back by delays due to adverse weather conditions.

5. Effects of Amendment:

The proposed zoning will be consistent with the surrounding neighborhood. If granted, this zoning change will have no effect to the area.

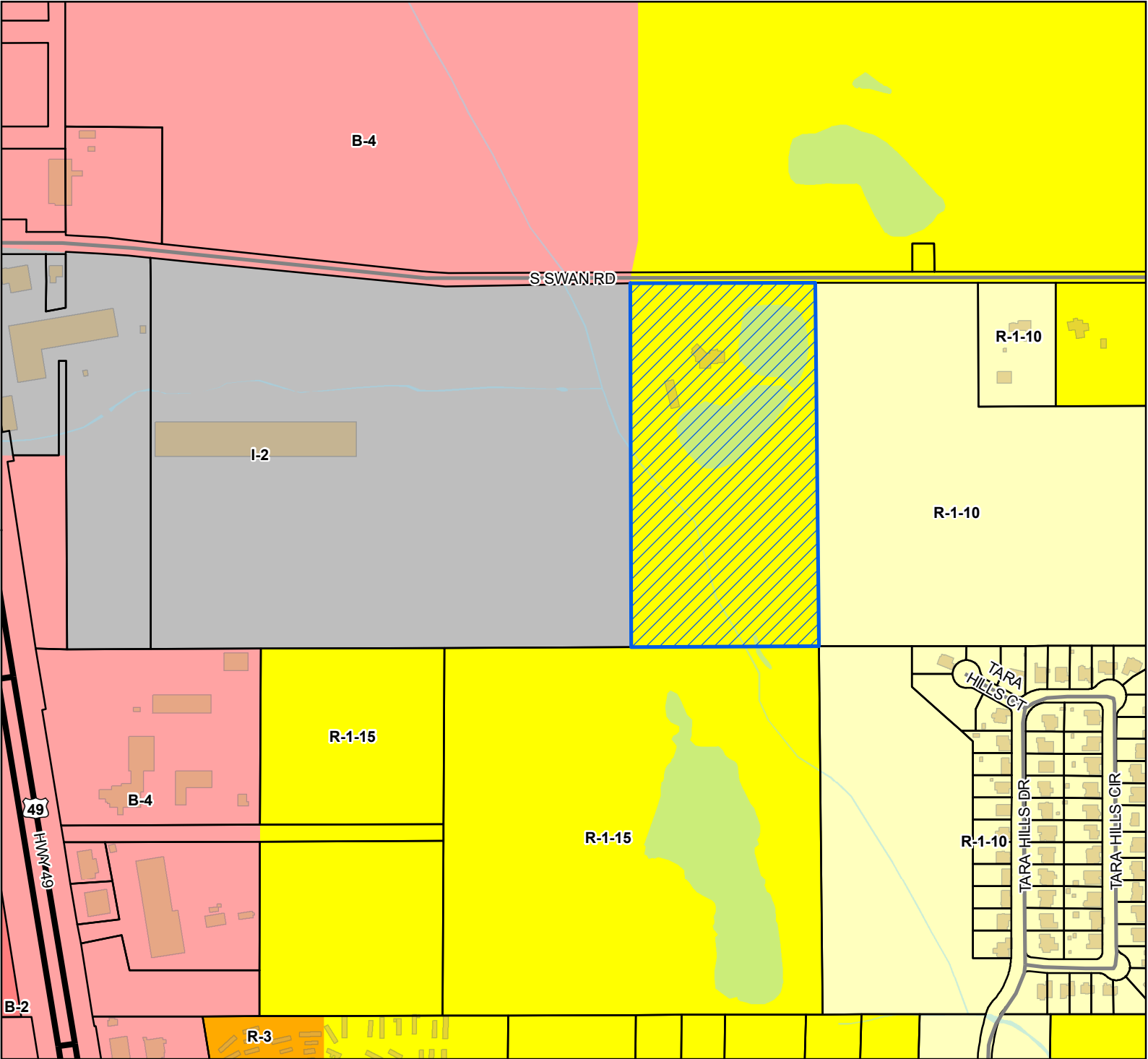
6. Error:

This request is not due to an error.

7. Site Plan:

A site plan has been submitted with this application and will be presented at the City meetings.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503	
Adjacent Property Owners							
56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503	
91425	0807E-01-002.000	CBH PROPERTIES LLC C/O KEITH HUBER COR	P O BOX 3368	GULFPORT	MS	39505	
91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502	
98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273	
56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503	



Legend

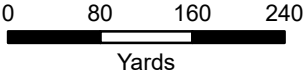
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-2 - General Business District
- B-4 - Highway Business District
- I-2 - Heavy Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-3 - General Residence (High Density)

Site Information

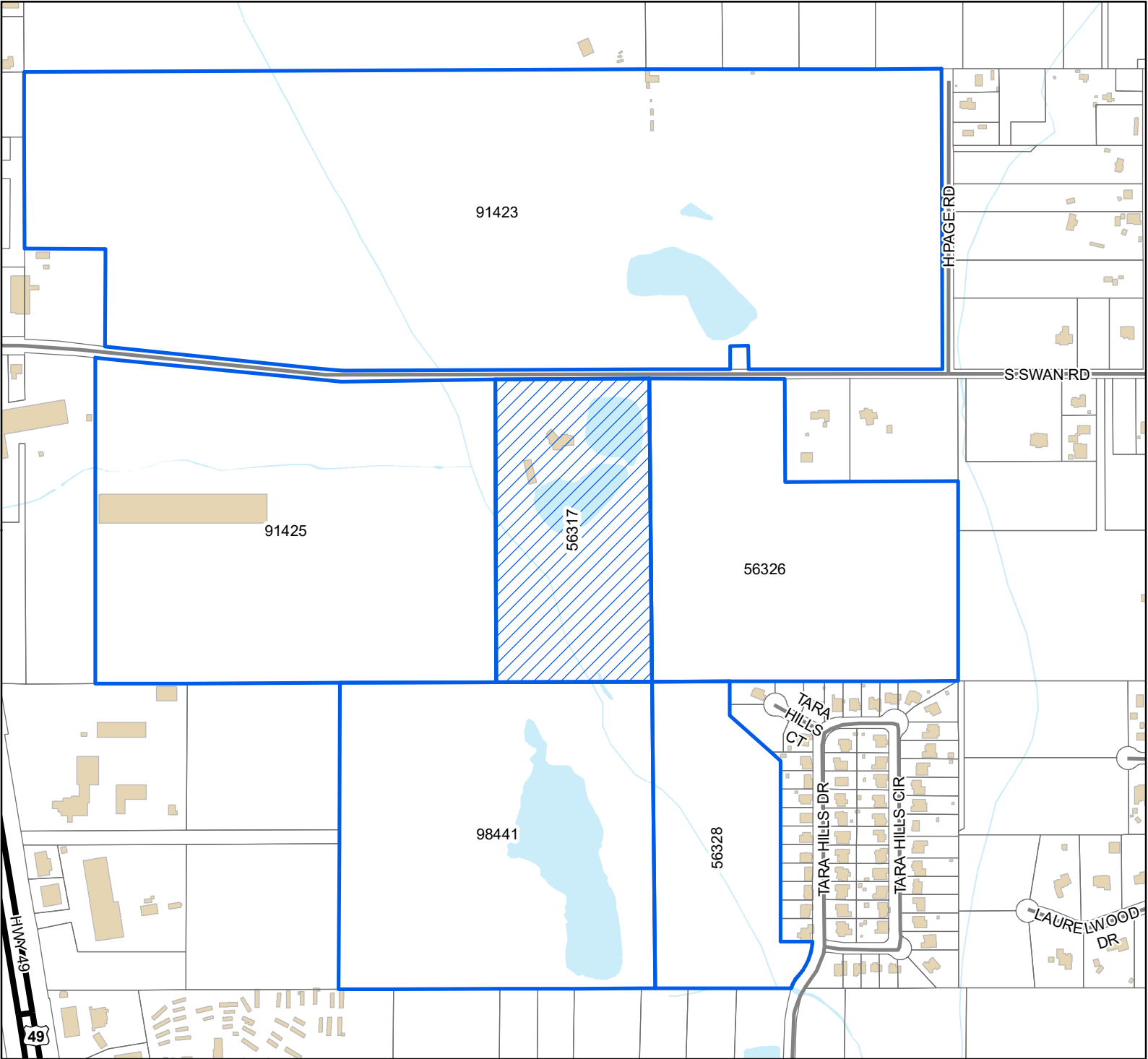
0807E-01-001.000
 Zoning: R-1-15 (Single-family)
 Size: 20.19 acres
 Flood: X



1 inch = 500 feet

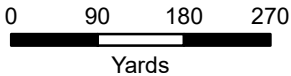


DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on 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.



Legend

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



1 inch = 600 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.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0068175

External Order #:

246126

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

90.84

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00681750**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

April 7, 2022 11:00:59 AM EDT

Amount:

87.60

Date

April 7, 2022 12:50:27 PM EDT

Amount:

3.24

SCHEDULE FOR AD NUMBER IPL00681750

April 13, 2022

SunHerald (Biloxi)

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, April 28, 2022 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 2204PC047, by owner Jennifer L. Veems, tax parcels 0707B-01-002.000 & 0706-20-033.000, Divide into three new parcels, 16303 Highway 53, Zoned B-1 (Neighborhood Business), Ward 7

Resubdivision 2204PC048, by owners Jimmy and Glynnis Randall, tax parcels 0908K-02-001.000, 0908J-01-009.002, 0908J-01-020.001, and 0908J-01-009.001, Divide into three new parcels, 27 Jay Dr and Alta Vida Ct, Zoned R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2204PC049, by agent J. Michael Petro, Inc., tax parcel 0811A-05-035.000, Requests to rezone from R-2 (Single-family) to B-2 (General business), 2600 13th Ave, Ward 2

Planning Commission Approval 2204PC054, by agent Brandie Wright, tax parcel 0910N-03-007.007, Requests home occupation for mobile notary use, 2980 Magnolia Dr, Zoned R-2 (Single-family), Ward 4

Resubdivision 2204PC056, by owner Michael Magee, tax parcel 0710N-02-038.000, Divide into 3 new parcels, 3107 55th Ave, Zoned R-2 (Single-family), Ward 2

General Plan 2204PC058, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of General Plan for 37-lot subdivision (Florence Gardens Subdivision Phase 11), with 4 outparcels, Zoned T4+ (General Urban Zone "Plus"), Ward 6

Final Plat 2204PC059, by agent Brown, Mitchell & Alexander, Inc, tax parcel 0908C-01-001.000, Approval of Final Plat for 16-lot subdivision (Florence Gardens Phase VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2204PC060, by owners Sichana & LucDorin Jean, tax parcel 0910C-01-055.000, Request home occupation for virtual counseling service use, 4904 Chamberlain Ave, Zoned R-UE (Urban residence estate), Ward 4

Final Plat 2204PC061, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908E-01-001.001, 0908F-01-001.000 & 0908C-01-001.000, Approval of Final Plat for 26-lot subdivision (Florence Gardens Phase 8), with 8 outparcels, Preservation Dr, Zoned R-1-10, R-2 & R-1-15 (Single-family), Ward 6

Final Plat 2204PC062, by agent Brown, Mitchell & Alexander, Inc, tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a Final Plat for 24-lot subdivision (Florence Gardens Phase 9), with 2 outparcels, Alphabet Rd, Zoned R-1-10 (Single-family) and R-1-15 (Single-family), Ward 6

Planning Commission Approval 2204PC064, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Requests private lodge use, Ollie Rd, Zoned R-B (Residence-business), Ward 6

General Plan 2204PC066, by agent Kenneth Jones, tax parcel 1008F-01-001.000, Approval of General Plan for 164-lot subdivision (Highland Lake Townhomes), Ollie Rd, Zoned R-B (Residence-business), Ward 6

Zoning Map Amendment 2204PC069, by agent Martin Jones, Requests to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1026 Pine St, Ward 4

Final Plat 2204PC070, by agent Brown, Mitchell & Alexander, Inc, tax parcel 1010A-01-001.000, Approval of Final Plat for 7-unit condo development (Shallow Point), Runnymede Dr, Zoned R-2 (Single-family), Ward 5

Resubdivision 2204PC072, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Requests to divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Special Exception 2204SE076, by agent Bridget Hutchinson, tax parcel 0711H-01-007.000, Request Special Exception for assisted living facility use, 3509 22nd St., Zoned R-2 (Single-family), Ward 1

Final Plat 2204PC078, by agent Jason Gibson, Approval of Final Plat for a 5-lot subdivision (Corporate Court Subdivision), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

Zoning Map Amendment 2204PC079, by owners Frank Lombardi, Timothy Benson, James & Doris Ladner, tax parcels 0811C-02-038.000 & 0811C-02-039.000, Request to rezone from B-1 (Neighborhood Business) to R-O (Residence-office), 2208 & 2212 22nd Ave, Zoned B-1 (Neighborhood business) and R-2 (Single-family), Ward 3

Zoning Text Amendment 2205PC085, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases And Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses

This the 6th day of April 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

IPL0068175

Apr 13 2022

[<< Click here to print a printer friendly version >>](#)

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 26, 2022

Re: Zoning Map Amendment 2204PC073, by agent Heinrich & Associates, tax parcel 0807E-01-001.000, Request to rezone from R-1-15 (Single-family) to I-2 (Heavy industry), 15361 S Swan Rd, Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Elliott

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Austin Schnitzlein

Speaking against the Petition: None

On April 28, 2022, the Planning Commission recommended approval of the above referenced case.

On June 7, 2022 the City Council remanded the case back to the Planning Commission for review and reconsideration.

On July 23, 2022 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 2, 2022.

CITY OF GULFPORT PLANNING COMMISSION

2204PC073

TRANSCRIPT OF HEARING

April 28, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF APRIL 2022
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
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR. (Recused)
DOUG HANCOCK
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

JEFF BRUNI, City Attorney

1 15. Zoning Map Amendment 2204PC073

2 MR. DUCKWORTH: Zoning Map Amendment
3 2204PC073 has been duly and timely noticed as required by
4 law. The applicant requests to rezone from R-1-15 to I-2
5 15361 South Swan Road. A copy of the packet considered is
6 hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Mr. Heinrich.

9 MR. HEINRICH: Bobby Heinrich, 1806 23rd
10 Avenue, Gulfport.

11 And this goes along with the previous case.
12 And as I said, it's adjacent to I-2 zoning. And the Parcel
13 A would be rezoned, and it would be a continuation of the
14 I-2 zoning. So we're not really split zoning or spot zoning
15 or anything like that. It's the zoning we need for this
16 business.

17 So I'm here to answer any questions.

18 MR. WILLIAMS: Any questions?

19 MR. HEWES: Just real quick. You said Parcel
20 A, so we just voted on a subdivision. This Parcel A, does
21 this rezoning consist of both A and B?

22 MR. HEINRICH: Just A. The Parcel B will
23 remain the R-15 zoning. That's his home residence.

24 MR. HEWES: Parcel A is going to be on the
25 south tract.

1 MR. HEINRICH: Yeah, you can see it right
2 there.

3 The house is just below where it says Parcel
4 B. That's their main, that's their home. And the Parcel A
5 is adjacent to the existing zoning.

6 MR. HEWES: Zoning to the west is industrial.
7 What zoning to the south?

8 MR. HEINRICH: Put the other map back up,
9 Greg, please.

10 It's R-15, as well, R-1-15.

11 MR. HEWES: Just out of curiosity, what is
12 the business that it needs industrial?

13 MR. HEINRICH: It's storage or storing some
14 trailers there, storage trailers, that will be there for a
15 short period of time, and then as they are sold, they get
16 taken off. But he needs a place to store them.

17 MR. SELLERS: I gotcha.

18 MR. SELLERS: Just for reference, too, that's
19 the Keith Huber facility to the west, is that correct?

20 MR. HEINRICH: That's right.

21 MR. WILLIAMS: All right. Any other
22 questions?

23 MR. HEWES: I've got a question for the
24 staff. Is industrial zoning, is that the lowest you can get
25 for this type of storage, for this type use?

1 MR. HOLMES: I think for what he's trying to
2 do, yes.

3 MR. HEWES: Thank you.

4 MR. WILLIAMS: And I will say that the proper
5 thing to do since his other property and the one that's
6 abutting it is industrial property, it would probably be
7 best to keep it that way, and certainly see your
8 transitioning zone is what you're looking for, yeah.

9 Any other questions? Doug?

10 MR. HANCOCK: I'll just point out that the
11 packet says it's a request to rezone the entire, both of the
12 new parcels, the way I read it, not just -- he's saying he
13 wants to rezone just one of the two new parcels.

14 MR. HOLMES: Yes. It should be Parcel A.
15 Parcel B should remain R-1-15 to keep it residential.

16 MR. HEINRICH: I'd like to say that for the
17 record. Just Parcel A would be rezoned to I-2.

18 MR. WILLIAMS: Yeah. And I'm going to ask
19 the commissioner when he makes the motion, when he or she
20 makes the motion, that they say rezoning Parcel A only just
21 for clarification.

22 MR. HEINRICH: Yes.

23 MR. WILLIAMS: All right. Any other
24 questions?

25 Thank you, Bobby.

1 Anyone else here to speak for the request?

2 Anyone here to speak against the request or
3 have any questions?

4 All right. Commissioners, can I get a
5 motion?

6 MR. HEWES: Mr. Chair, I move we approve Case
7 File Number 2204PC073 with the note that only Parcel A will
8 be reclassified as I-2, the other will remain R-1-15.

9 MR. WILLIAMS: Got a motion to approve with
10 only Parcel A being rezoned. Do I have a second?

11 MR. JONES: Second.

12 MR. WILLIAMS: Got a motion and a second.
13 Any further discussion? All those in favor signify by
14 saying aye. Any opposed?

15 All right. It's been approved. Thank you
16 all so much. Appreciate it.

17 (Unanimous vote.)

18

19

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2204PC073

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 5 pages constitute a true and correct transcription of said hearing held on the 28th day of April 2022.

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 9th day of May 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

CITY OF GULFPORT PLANNING COMMISSION

2204PC073

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
BRANDON ELLIOT
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK

NOT PRESENT:

TIMOTHY DAIGLE, JR.
B.J. SELLERS

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 Other Business

2 1. Zoning Map Amendment 2204PC073

3 MS. WELCH: Zoning Map Amendment Case Number 073
4 has been duly and timely noticed as required by law. The
5 applicant requests to rezone from R-1-15 single family to
6 I-2 heavy industry 15361 South Swan Road, Ward 7. A copy of
7 the packet considered is hereby offered to the record.

8 MR. WILLIAMS: Thank you.

9 Is someone here to speak for this request?

10 How in the world did you get behind all this?
11 Anyway, come on, talk to us.

12 MR. SCHNITZLEIN: That's just part of it.

13 But I'm here. I stuck it out.

14 MR. WILLIAMS: You got a speaker card?

15 MR. SCHNITZLEIN: I have a few documents for
16 the record.

17 Austin S, 1806 23rd Avenue, Gulfport,
18 Mississippi.

19 MR. WILLIAMS: Thank you.

20 MR. SCHNITZLEIN: I'll make this brief.
21 We've been here for quite a while.

22 So in regards to this rezoning, a
23 resubdivision of this property into two separate parcels was
24 also requested in your last meeting.

25 The resubdivision of this parcel was heard by

1 you and recommended for approval by you to the City Council.

2 In the last meeting with the City Council,
3 they approved this resubdivision into Parcel A and Parcel B.

4 In your packet, you will see an updated
5 signed plat of Parcel A and B with an ingress/egress utility
6 easement at the entrance to the property from South Swan
7 Road.

8 This new easement will service both parcels.

9 The proposed rezoning of this new Parcel A
10 was heard by you in your last meeting and was recommended
11 for approval by you to the City Council.

12 Whereas, during the last City Council
13 meeting, some questions were made about the intention of the
14 rezone from R-1-15 to I-2. And I'm here to provide some
15 additional clarity on this matter with the following.

16 An I-2 zoning is the only appropriate zoning
17 for this business use. The primary use of the site will be
18 a parking lot for storage of trailers, approximately two to
19 three acres in size.

20 The I-2 zoning requires a 30 foot setback
21 from the property line which will act as a buffer.

22 The current ownership of the land, my client
23 -- under the current ownership of the land, within the 30
24 foot setback, this area will not be disturbed and will
25 remain for purposes of a buffer.

1 My client will maintain an existing tree line
2 acting as a buffer in the 30 foot setback along the east and
3 south property line as it adjoins the existing wetlands.
4 And he has also provided the narrative that I just handed
5 you, and it should be in your packet.

6 If you look on the resubdivision, the plat
7 there, at the southeast corner, the closest residential home
8 in the Tara Hills Subdivision is approximately 336 feet to
9 the east. This area in between is natural dense forest and
10 incorporates wetlands to the south. So this is a very large
11 natural buffer.

12 Along with the 30 foot setback, a 50 foot
13 sewer easement is also located along the west property line
14 along the south property line to the east corner and tracing
15 southward to the Tara Hills Subdivision.

16 Wetlands are located on this property. These
17 will not be infringed upon and will act as a buffer.

18 So the National Wetlands Inventory Map that I
19 handed you, the majority of Parcel A is wetlands and will
20 remain wetlands and undisturbed.

21 The southwestern portion of Parcel A and
22 along the south property line, wetlands are present.

23 So these wetlands continue southward and to
24 the east. So this creates a large, large buffer area for
25 the residential zones surrounding this property.

1 A sizeable portion of wetlands is also
2 located along the northeastern property line which will
3 remain wetlands and undisturbed. This will act as a buffer
4 between the east residential property. The nearest adjacent
5 dwelling to the east is approximately 800 feet.

6 There is no active business on this property.
7 And traffic will be limited to a one-ton truck pulling a
8 trailer.

9 The waste disposal that my client uses, he
10 uses the Harrison County waste disposal facility. No
11 disposal of fecal waste will be made at the property. And
12 waste is limited to household cleaning materials.

13 There is an existing metal building on Parcel
14 A. This will be brought up to code as a primary structure
15 for I-2 zoning, and this business will not adversely affect
16 the local traffic or utilities.

17 Thank you for your time. And I can answer
18 any questions that you all may have.

19 MR. HEWES: So after we had this last week --
20 I mean, last meeting and asked him what he had, and
21 basically, and correct me if I'm wrong, he has the nice
22 portable bathroom trailers that he can bring in and bring
23 out. And so it sounds like when he leaves a site, let's say
24 a golf tournament, he takes that straight to the waste
25 place, dumps it, and then comes back, and he's only going to

1 have household cleaning materials to clean it with like you
2 would your own home.

3 MR. SCHNITZLEIN: Sanitizer, spray, and
4 wipes.

5 MR. HEWES: And so there won't be any
6 bathroom smells or anything like that to affect the
7 neighbors, from what you just read about him disposing of
8 the waste --

9 MR. SCHNITZLEIN: That's correct.

10 MR. HEWES: -- between events and bringing it
11 back to his laydown yard.

12 Okay. Just want to clarify. Thank you.

13 MR. WILLIAMS: Greg, do you have something?

14 MR. HOLMES: Just a matter of housekeeping, I
15 want to make sure that it's known that City Council remanded
16 this back to you guys for him to basically fix or supplement
17 the record.

18 MR. WILLIAMS: Okay.

19 MR. HANCOCK: And that's what he's done with
20 this document.

21 MR. HOLMES: Yes, sir.

22 MR. ELLIOTT: So we approved this last time?

23 MR. HOLMES: Yes, sir.

24 MR. WILLIAMS: Yes.

25 All right. Any other questions?

1 All right. Anyone else here to speak for
2 this or against this?

3 All right. Commissioners, it was remanded
4 back to us for the proper documentation which I think has
5 been provided. So I'll ask if there's any questions and
6 entertain a motion.

7 MR. ELLIOTT: Motion to approve Case
8 2204PC073.

9 MR. WILLIAMS: Thank you, sir.

10 Do I have a second?

11 MR. JONES: Second.

12 MR. WILLIAMS: Have a motion and a second.
13 Any further discussion on it?

14 All those in favor signify by saying aye.
15 Any opposed?

16 (Unanimous vote.)
17
18
19
20
21
22
23
24
25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2204PC073
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroë, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 7 pages
12 constitute a true and correct transcription of said hearing
13 held on the 23rd day of June 2022.

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

19 Witness my signature this the 13th day of July
20 2022.
21
22

23 _____
24 NORMA JEAN LADNER SOROE, CSR #1297
25 Certified Shorthand Reporter



Ladies and gentlemen,

I wanted to offer some clarification to the case 2204PC073 which was approved by Planning Commission on 5/26/22. This is for rezoning from R-1-15 to I-2

In reference to having access to the site, the original plat now has an easement for ingress and egress through the now adjacent residential property (approved by Planning Commission and City Council for resubdivision). This allows for access to the property we are requesting to rezone.

In reference to the justification for the rezoning, I would like to expand on the 2 areas we have chosen:

1: Change in conditions

As Gulfport has expanded north, the use of land has stayed harmonious with a balance between residential and commercial. This property has been residential for a long time, and has sat vacant and undeveloped throughout that time. It was only 4 years ago that we began to develop this 20 acres for residential use. While it is clear that this land was intended primarily for residential use, there is a large area, well-hidden, in the back of the property, that can be used for something else other than to sit vacant and undeveloped. Being so far off the main road, it isn't feasible for residential development. The 2 most likely options would be agricultural or commercial. The business my wife and I started 7 years ago has seen substantial growth, and, rather than let this land stay vacant, we thought it would be a good use for parking units for our business.

2. Increased Need for Sites

As Gulfport continues to grow, the amount of Industrial sites available for purchase is dwindling. As Seaway Rd holds many of the Industrial sites in the city, a short drive shows the development along there, and the decreasing of sites available for purchase. We see this rezoning as a small opportunity to provide more industrial acreage, without impacting surrounding areas. We see that, as the city grows, and more industrial sites are sold, there is an increased need for Industrial sites.

We do understand that this is a significant jump in zoning, and not normal to go from Residential to Industrial. Our reason for this is because Industrial is the only zoning which will allow us to build a "stand-alone" parking lot. We understand the concern allowing heavy industrial this close to a residential area. There are large areas of wetlands within the proposed rezoning, which do not make it conducive to any type of heavy commercial or industrial business. There are only a few usable acres on the southern part of the parcel which could support development, but access to those areas is severely restrictive. Also, we chose I-2 to stay in harmony with the adjacent I-2 zoned property. A satellite view shows how the area is surrounded by trees and dense forest. The land to the south is low-lying wetlands, heavily wooded, and not suitable for any type of development. The parcel to the east has a 30 ft treeline, which mostly lies within the area we are looking to rezone industrial. This will provide a natural buffer for any development on that property. Also, zoning regulations require us to protect 30 feet from the property line without any development in that area. This ensures the treeline would remain intact.

We hope this provides some insight as to why we are wanting to do this. We both sincerely thank all of you for taking the time to read this and consider our request.

Most respectfully,
Tim and Jenee Daigle



U.S. Fish and Wildlife Service
National Wetlands Inventory

Daigle



December 6, 2021

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
|  | Estuarine and Marine Wetland |  | Freshwater Pond |  | Riverine |

This map is for general reference only. The U.S. Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-15 (SINGLE-FAMILY) DISTRICT TO I-2 (HEAVY INDUSTRY) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0807E-01-001.000, which is generally described as being located North of Duckworth Road, South of and adjacent to South Swan Road, East of Highway 49, and West of Country Wood Drive, should be rezoned from its present classification of R-1-15 (Single-family) District to I-2 (Heavy industry) District. The Case File Number is 2204PC073; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-15 (Single-family) District to I-2 (Heavy industry) District.**

Ad valorem tax parcel number 0807E-01-001.000 is legally described as:

A parcel situated in the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'36" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, then S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning.

Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0807E-01-001.000 from its present zoning classification of R-1-15 (Single-family) district to I-2 (Heavy industry) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: **Zoning Map Amendment 2206PC107:**

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 0711I-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 21, 2022

Re: Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 0711I-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Adolph

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Felipe Mantoy

Speaking against the Petition: None

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 2, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2206PC107

Hearing Date: June 23, 2022

Current Zoning/Use: T5 / Vacant property

Legal: Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th 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 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.

The applicant is requesting to rezone approximately 15,210 square feet of property from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"). As presented, the applicant states, "the neighborhood does not call for commercial properties that will require T5 zoning." Other information provided is that the proposed zoning will bring more housing development limiting commercial uses in the area. In addition, a time schedule of 18 months has been provided concerning development.

According to the City's 2002 Comprehensive Plan, this area was intended to stay commercial in the future land use plan. Specifically meaning, the proposed mixed-use zone is intended to encroach into single-family zones.

The applicant has chosen that the character of the neighborhood has changed as justification for the change of the current zoning:

1. Mistake or error is not addressed by the applicant.

Technical Report

Zoning Map Amendment

2. The applicant addresses the change of character of the neighborhood and public need as “it will give more possibility to housing development and will limit the commercial in the area.”

EXECUTIVE SUMMARY

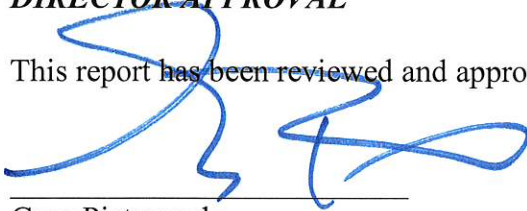
In review of the information provided by the applicant and a site visit of the existing neighborhood by the staff, the applicant can still achieve the proposed multi-family without a zoning map amendment and losing 4 units. The current zoning does allow for multi-family with Planning Commission Approval. At present, the property is in harmony with the commercial and residential nature of the surrounding area.

Any approval should consider these conditions:

1. Approval would grant applicant to rezone property from T5 (Urban Center Zone) to T4+ (General Urban Zone “Plus”) zoning district.
2. Approval does not grant a site plan or number of dwelling units.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

Smart Code

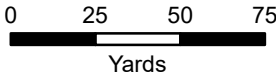
- T5
- T4+
- T4L
- T3

Zoning

- E-G - Entertainment - Gaming District
- SB - Sand Beach
- WF - Water Front

Site Information

0711I-02-111.000
Zoning: T5 (Urban Center Zone)
Size: 15,210 sqft.
Flood: AE



1 inch = 170 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 ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

0	7	1	1	1

 -

0	2

 -

1	1	1

 •

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 201 36th Ave

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Rezoning from T5 to T4⁺

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

Giv Investments
Emerald CV

Mailing Address

Gulfport MS 39503
City State Zip code

2289180555

Home Phone

Work/Cell Phone

GivInv.1e@gmail.com

Email

[Signature]

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

IMPORTANT NOTICES

1. Please be advised that failure to submit a COMPLETE application, with all supporting documents, may **delay your hearing date**. The Planning Commission will not consider a request until all information required by Ordinance and this application is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. Please see page 7 to determine the deadline dates for filing your application.
4. Please be advised that, at the hearing on your application, you will be **required** to demonstrate, by **clear and convincing evidence** placed in the record before the Planning Commission, at least one of the following:

That there was a mistake in the original zoning ("mistake" has been determined by the Mississippi Supreme Court to be a "mistake" of a clerical or an administrative nature, not a difference in judgment) OR

That the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for rezoning.

The following are types of proof that the Mississippi Supreme Court (*Board of Aldermen, City of Clinton v. Conerly*, 509 So.2d 877 (Miss. 1987) and *Thomas v. Board of Sup'rs of Panola County*, 45 So.3d 1173 (Miss. 2010)) has suggested would be appropriate to be placed in the record to demonstrate the required change to the character of the neighborhood and public need:

- 1) Map showing the circumstances of the area (Conerly)
- 2) The changes in the neighborhood (Conerly)
- 3) Statistics showing a public need (Conerly)
- 4) Maps showing a change or recent rezoning in the area (Thomas)
- 5) Statistics or other evidence of growth in the neighborhood (Thomas)
- 6) Charts showing the quantity of construction (Thomas)

The foregoing is not an exhaustive list and is provided merely for guidance. The City recommends that an applicant for rezoning seek legal counsel as to what evidence the applicant should place in the record, during the hearing before the Planning Commission, in support of the application for rezoning. Neither the City of Gulfport nor its employees can provide an applicant with any legal advice.

APPLICATION REQUIREMENTS

- A. **Page one (and two, if applicable) of this application, completed and signed.**
- B. **Proof of ownership** (Copy of deed or affidavit)
- C. If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.)
- D. The City of Gulfport Planning Division Staff may notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of **additional persons to be notified.**

E. **Provide a written statement addressing the following reasons for your rezoning request:**

The Comprehensive Zoning and SmartCode Ordinances, including the zoning map, are based on comprehensive planning studies and are intended to carry out the object of sound, stable and desirable environment. It is recognized that casual amendment of the ordinances would be detrimental to the achievement of that objective. In order to change the zoning classification of a piece of real property, Mississippi law requires that one of the following be demonstrated by the applicant by **CLEAR AND CONVINCING EVIDENCE:**

- 1. That there was a **mistake** in the original zoning ("mistake" has been determined by the Mississippi Supreme Court to be a "mistake" of a clerical or an administrative nature)
OR
- 2. That the **character of the neighborhood has changed** to such an extent as to justify reclassification, AND that there is a **public need** for rezoning.

F. **The following items must be addressed in a written statement when you are requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance:**

1. **Interest:** The applicant's name, address and interest in the application, and the name, address and interest of every person, firm or corporation represented by the applicant in the application; the name of the owner or owners of the entire land area proposed to be changed in classification or to be included within the proposed district; the name of the owner or owners of all structures then existing thereon and sufficient evidence to establish that the applicant has the right of possession to the land area and structures; the names and addresses of all owners of adjacent property (exclusive of the width of intervening streets, alleys or bodies of water);

2. **Development Schedule:** The time schedule for the beginning and completion of development planned by the applicant in the area; if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage;

3. **Effect of Amendment:** A report giving the nature, description and effect of the proposed amendment; if the proposed amendment would require a change in the zoning map, a description of the probable effect on the surrounding land uses and properties; and

4. **Error:** The error in the zoning ordinance that would be corrected by the proposed amendment; if the intent is to correct an error.

G. **Cash or check** payable to the City of Gulfport in the amount of **\$175.00.**

FOR SMARTCODE LAND USE RECLASSIFICATIONS:

THERE IS NO MINIMAL SIZE REQUIREMENT. PROPERTIES LOCATED WITHIN SMARTCODE OF APPENDIX D TRANSECT ZONES CAN ONLY BE CONSIDERED FOR REZONING IN WHOLE OR IN PART TO THE SUCCESSIONAL (NEXT HIGHER NUMBERED) TRANSECT ZONE.

FOR TRADITIONAL ZONING:

THE MINIMAL SIZE REQUIREMENTS FOR REQUESTING A REZONING OF PROPERTY ARE AS FOLLOWS:

If you wish to change the zoning of a particular area and the area designated for the proposed change does not abut a district of the proposed classification created by amendment, the following size requirements must be met:

R-1, R-1-5, R-1-7.5, R-1-15, R-3 or R-4 Districts:

Four (4) acres, except where the proposed district would abut an existing district zoned the same as the proposed district.

R-2 District:

Four (4) acres, except where the proposed district would abut an existing R-2, R-O, or R-B district.

R-O District:

Four (4) acres, except where the proposed district would abut an existing R-O, R-B or B-1 district.

R-B District:

Four (4) acres, except where the proposed district would abut an existing R-B, B-1, B-2, B-3, or B-4 district.

B-1 District:

Two (2) acres, except where the proposed district would abut an existing B-1, B-2, B-3 I-1 or I-2.

B-2 District:

Four (4) acres, except where the proposed district would abut an existing B-2, B-3, I-1 or I-2 district.

B-3 District:

Twenty (20) acres, except where the proposed district would abut an existing B-3 district.

B-4 District:

Four (4) acres, except where the proposed district would abut an existing B-4 district.

E-G District:

Seven (7) acres of contiguous land, which minimum acreage is comprised of uplands or fastlands only and not bottomlands or tidelands, and is adjacent to and contiguous with U.S. Highway 90 or adjacent in some part to and contiguous with the Mississippi Sound or adjacent harbor areas.

I-1 or I-3 Districts:

Six (6) acres, except where the proposed district would abut an existing I-1, I-2 or I-3

district.

I-2 District:

Twenty (20) acres, except where the proposed district would abut an existing I-2 district.

A-1 District:

Twelve (12) acres, except where the proposed district would abut an existing A-1 district.

R-E District:

Four (4) acres, except where the proposed district would abut an existing R-E District.

T1 Zone:

Twelve (12) acres, except where the proposed district would abut an existing T1 or T2 district.

T2 Zone:

Twelve (12) acres, except where the proposed district would abut an existing T1 or T2 district.

T3 Zone:

Four (4) acres, except where the proposed district would abut an existing T3 district.

T4L Zone (Limited):

Four (4) acres, except where the proposed district would abut an existing T4L or T4+ district.

T4+ Zone (Plus):

Four (4) acres, except where the proposed district would abut an existing T4+ or T5 district.

T5 Zone:

Two (2) acres, except where the proposed district would abut an existing T5 or T6 district.

T6 Zone:

Four (4) acres, except where the proposed district would abut an existing T6 district.

Once you have ensured that you meet the size requirements, you must also show a need for uses. You must be able to show and demonstrate a need in the area for those uses permitted to the proposed district.

Reasons for us rezoning request.

E. As it can be shown on map, there are 3 lots that border each other, two of the 3 are T4+, and the other is T5, the adjacent lot to the southwest is also T4+, and those in front across the street to the south are also T4+.. Neighborhood does not call for commercial properties that will require T5 zoning.

Convincing Evidence.

The character of the neighborhood has changed and our neighboring lots are t4+

F.

1. Interest.

GIN INVESTMENTS, 51 EMERALD CV, Gulfport, MS 39503.

FELIPE MONTOYA, 51 EMERALD CV, Gulfport, MS 39503.

OWENER OF ADJACENTS PROPERTY.

GIBSON MELVIN D & JOANNE, 22509 RD 33, PASS
CHRISTIAN MS39571

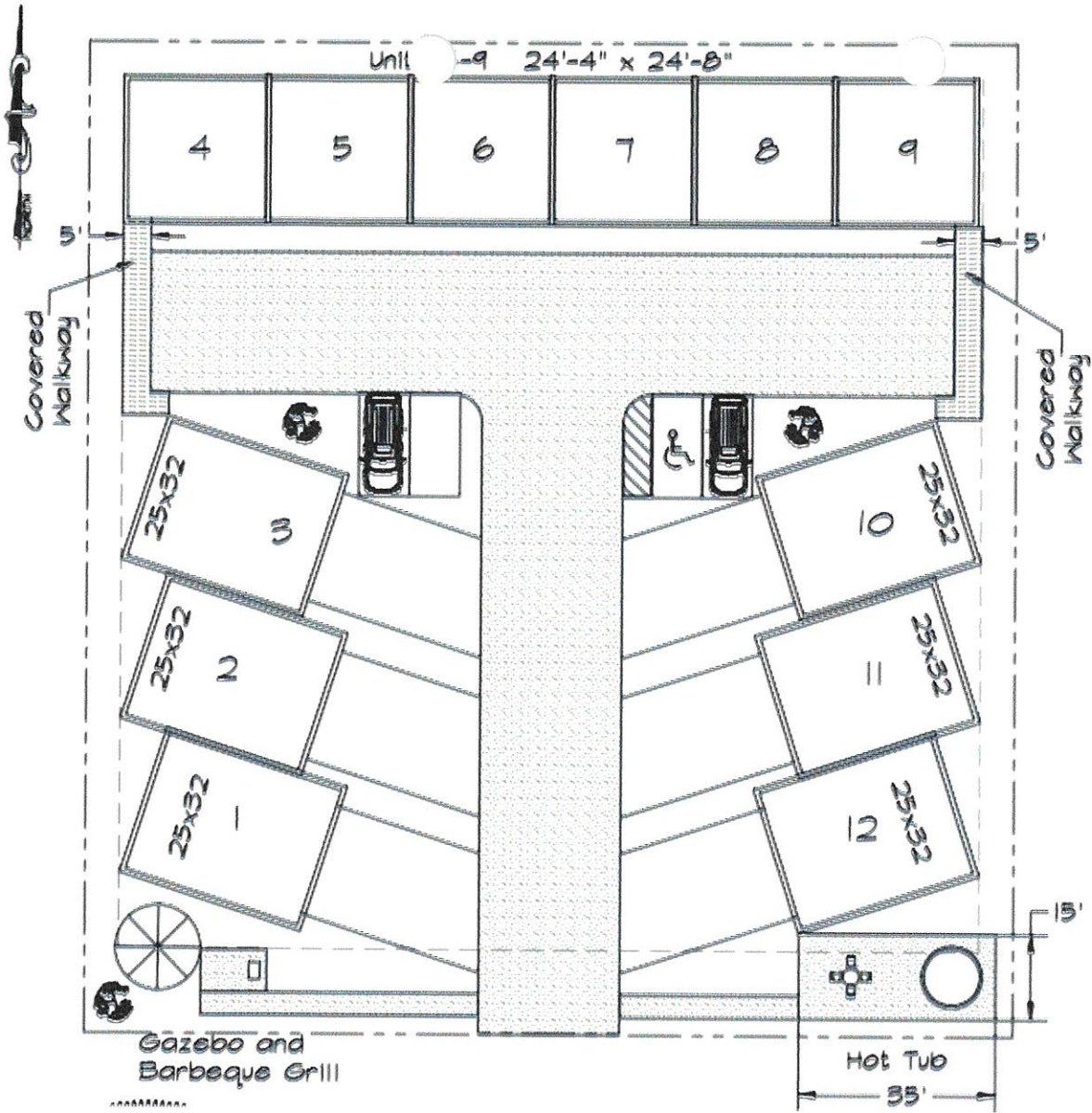
HUCKE BRYAN & DANG ANNY, 1022 SOUTH SHEPHERD DR,
HOUSTON TX77019.

610 Investments, 51 Emerald CV, Gulfport,
MS, 39503

2. The time schedule will be 18 months.

3. It will give more possibility to housing development and will limit the commercial in the area, being able to mobilize this traffic to areas of greater commercial growth such as Downtown and Cowan.

4. No mistake



Proposed Development
 801-11 36th Ave



INDEXING INSTRUCTIONS: Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8),
Block 11, EDGEWATER PARK SUBDIVISION, Harrison County, Mississippi

This instrument prepared by and return to:

Joel Blackledge, MSB 10606
Blackledge Law Firm
PO Box 8155
Gulfport, MS 39506
(228) 669-6254
File No.: 634.768

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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 all
of which is hereby acknowledged,

Fangting Liang aka Fanting Liang and Xiurong Li

225-288-8816

do(es) hereby sell, convey and warrant unto

Gin Investments, LLC

51 Emerald CV

Gulfport MS 39503

the following described land and property being located in Harrison County, Mississippi,
being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

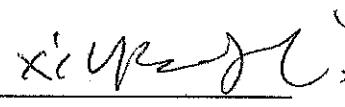
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the 2022 year have been pro-rated between the parties

WITNESS MY SIGNATURE, on this the 4th day of March, 2022.



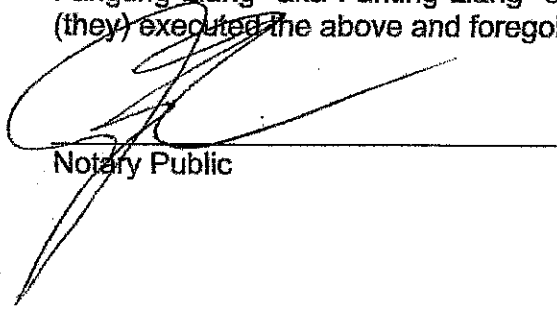
Fangting Liang aka Fanting Liang



Xiurong Li

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of March, 2022, within my jurisdiction, the within named Fangting Liang aka Fanting Liang and Xiurong Li, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.



Notary Public

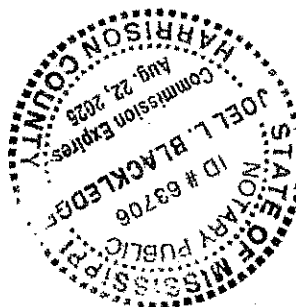


EXHIBIT "A"

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Block 11, EDGEWATER PARK SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 9 at Page 15 (Copy Book 4 at Page 286) thereof, reference to which is hereby made in aid of and part of this description.

PERMITS/INSP PAYMENT RECPT#: 11259322
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/29/22 TIME: 11:30
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:

PAYMENT METH: CHECK
REFERENCE: 790

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GIN INVESTMENTS LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1186160
Status:	Good Standing
Effective Date:	08/15/2019
State of Incorporation:	Mississippi
Principal Office Address:	51 Emerald Cove Gulfport, MS 39503

Registered Agent

Name
FELIPE MONTTOYA HINCAPIE
51 EMERALD COVE
GUFLPORT, MS 39503

Officers & Directors

Name	Title
FELIPE MONTTOYA HINCAPIE 51 Emerald Cove GULFPORT, MS 39503	Manager



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

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GIN INVESTMENTS LLC	Legal

Business Information

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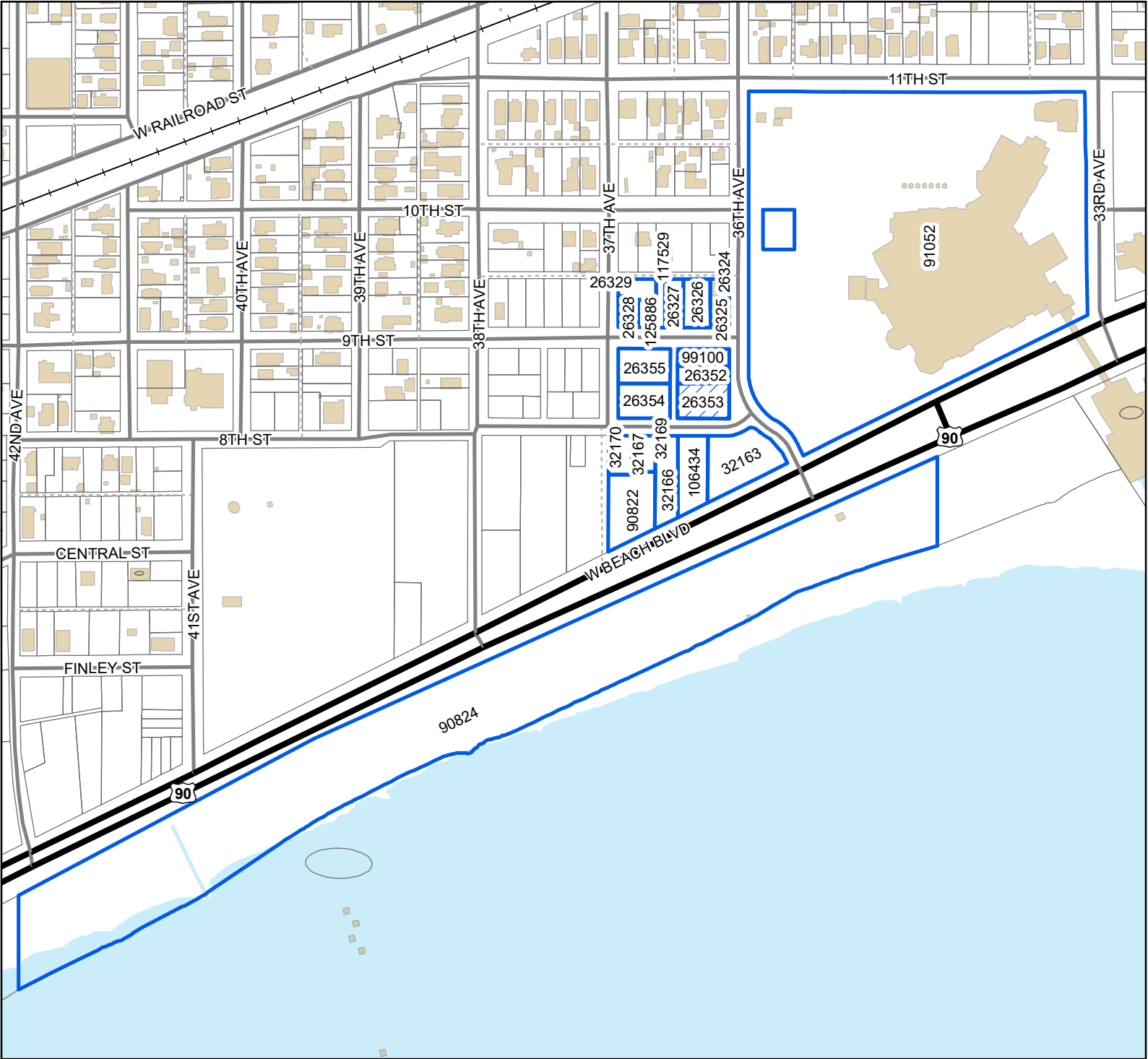
Registered Agent

Name
FELIPE MONTOYA HINCAPIE 51 EMERALD COVE GULFPORT, MS 39503

Officers & Directors

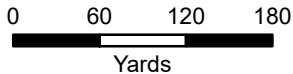
Name	Title
FELIPE MONTOYA HINCAPIE 51 Emerald Cove GULFPORT, MS 39503	Manager

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	26353	0711I-02-111.000	LIANG FANTING & XIURONG LI	4240 LAKE SHERWOOD AVE EAST	BATON ROUGE	LA	70816
N	26352	0711I-02-110.000	LIANG FANTING & XIURONG LI	4240 LAKE SHERWOOD AVE EAST	BATON ROUGE	LA	70816
N			Adjacent Property Owners				
	26327	0711I-02-106.000	BELL JAMES T	307 OLD POST RD	CHERRYVILLE	NC	28021
N	117529	0711I-02-106.001	BELL JAMES T	307 OLD POST RD	CHERRYVILLE	NC	28021
	106434	0711P-01-001.001	BERTUCCI GREGORY E MD	2330 ATKINSON RD	BILOXI	MS	39531
N	32163	0711P-01-001.000	BERTUCCI GREGORY E MD	2330 ATKINSON RD	BILOXI	MS	39531
	26326	0711I-02-107.000	CHATHAM KIMBERLY R & GLEN R	2003 BENT OAKS BLVD	BILOXI	MS	39531
	26328	0711I-02-105.000	COX ROBIN D BROILS	3622 9TH ST	GULFPORT	MS	39501
	26355	0711I-02-113.000	GIBSON MELVIN D & JOANNE	22509 RD 331	PASS CHRISTIAN	MS	39571
N	90824	0711P-02-001.000	GULFPORT CITY OF -BEACH-				0
	91052	0711I-02-074.000	GULFSIDE CASINO PARTNERSHIP	POST OFFICE BOX 1600	GULFPORT	MS	39502
	32167	0711P-01-003.000	HORTON LARRY C & RITA M	P O BOX 6330	GULFPORT	MS	39506
N	32169	0711P-01-004.000	HORTON LARRY C & RITA M	P O BOX 6330	GULFPORT	MS	39506
	26354	0711I-02-112.000	HUCKE BRYAN & DANG ANNY	1022 SOUTH SHEPHERD DR	HOUSTON	TX	77019
	90822	0711P-01-006.000	HUT MOBILE LLC	225 BUSH ST STE 1800	SAN FRANCISCO	CA	94104
	26329	0711I-02-105.001	LANDON HOMES LLC	9113 OLD CCC CAMP RD	OCEAN SPRINGS	MS	39564
N	125886	0711I-02-105.002	LANDON HOMES LLC	9113 OLD CCC CAMP RD	OCEAN SPRINGS	MS	39564
	99100	0711I-02-110.001	LITTLE JAMES O & PATRICIA	3905 QUEEN ELIZABETH DR	OCEAN SPRINGS	MS	39564
	32166	0711P-01-002.000	MIAZZA MARTIN -ESTATE-	1208 PASS RD	GULFPORT	MS	39501
	26325	0711I-02-109.000	PARSONS ARTHUR JOHN JR & ANGELA D	20112 MORGAN LANE RD	GULFPORT	MS	39503
	32170	0711P-01-005.000	PRIMO MAGGIO LLC & OATES CREEK LLC	P O BOX 54310	LEXINGTON	KY	40555
	26324	0711I-02-108.000	WEST LINDA THROWER	324 TUMBLEBROOK ST	SLIDELL	LA	70461



Legend

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



1 inch = 400 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.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 08071-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

RE: Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 0711I-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th 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, June 23, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, June 23, 2022**. 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.

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 _____, 2022, 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 T5 (URBAN CENTER ZONE) DISTRICT TO T4+ (GENERAL URBAN ZONE “PLUS”) 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 0711I-02-111.000, which is generally described as being located North of and adjacent to 8th Street, South of 9th Street, East of 37th Avenue, and West of and adjacent to 36th Avenue, should be rezoned from its present classification of T5 (Urban Center Zone) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2206PC107; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 T5 (Urban Center Zone) District to T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel number 0711I-02-111.000 is legally described as:

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Block 11, EDGEWATER PARK SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 9 at Page 15 (Copy Book 4 at Page 286) thereof, reference to which is hereby made in aid of and part of the description.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0711I-02-111.000 from its present zoning classification of T5 (Urban Center) district to T4+ (General Urban “Plus”) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

2206PC107

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 3. Zoning Map Amendment 2206PC107

2 MS. WELCH: Zoning Map Amendment Case Number
3 107 has been duly and timely noticed as required by law.
4 The applicant requests to rezone from T5 urban center zone
5 to T4+ general urban zone plus 801 36th Avenue, Ward 2. A
6 copy of the packet considered is hereby offered to the
7 record.

8 MR. WILLIAMS: Thank you. Is there someone
9 here to speak for this case?

10 MR. MANTOY: Hello to everyone. My name is
11 Felipe Mantoy. My address is 51 Emerald Cove.

12 MR. WILLIAMS: 51 Emerald Cove?

13 MR. MANTOY: Yes, Gulfport.

14 MR. WILLIAMS: All right. Can you explain to
15 us a little bit about what your -- we have the application
16 -- but just tell us what you're trying to do here?

17 MR. MANTOY: Yes. I have three lots there.
18 All three have different zoning. And the idea is to combine
19 to just one T4+ because I have T5, T4+, and T3.

20 MR. WILLIAMS: Okay. So, Commissioners,
21 you've had a chance to review the application and the
22 information that was provided. Any questions from that
23 review?

24 MR. DAIGLE: Can you say that again? I'm
25 sorry. Did you say you have T3, as well?

1 MR. MANTOY: Yes. I have three different
2 lots there.

3 No. T5 and T4, T5 and T4 -- T4+.

4 MR. DAIGLE: You're trying to change it to
5 T4+?

6 MR. MANTOY: Yes.

7 MR. HEWES: Just out of curiosity, what do
8 you want to put on that?

9 MR. MANTOY: The idea is to be tenant living
10 like condos.

11 MR. HEWES: Okay. Thank you.

12 MR. WILLIAMS: Any other questions?

13 Thank you, sir. Appreciate it.

14 Anyone else here to speak for the request?

15 Is anyone here to speak against this request
16 tonight?

17 MR. SELLERS: I'm sorry. Could I ask him to
18 come back?

19 MR. WILLIAMS: Yeah. Mr. Mantoy, we did have
20 one other question for you, sir. I'm sorry.

21 MR. SELLERS: Am I understanding that you own
22 the property from Ninth Street to Eighth Street, is that
23 correct?

24 MR. MANTOY: Yes.

25 MR. SELLERS: Okay. So you have all three of

1 those lots and you have split zoning basically. So you're
2 hoping to zone the whole thing?

3 MR. MANTOY: Yes, sir.

4 MR. SELLERS: Okay. Thank you.

5 MR. WILLIAMS: Thank you.

6 Thanks for the clarification, B.J.

7 All right. Anyone else here to speak for the
8 request?

9 Anyone here to speak against this request?

10 Commissioners, as B.J. explained, he's got
11 those lots, he's just trying to get common zoning in all of
12 them and actually going down, not trying to go up to the
13 highest but coming down to the lower.

14 So any questions for the staff, or do we have
15 a motion?

16 MS. ADOLPH: Mr. Chairman, I offer a motion
17 to approve the Amendment 2206PC107.

18 MR. WILLIAMS: Thank you.

19 Do I have a second?

20 MR. JONES: Second.

21 MR. WILLIAMS: Got a motion and a second to
22 approve. Any further discussion? All those in favor say
23 aye. Any opposed to this?

24 All right. It's been approved, sir. Thank
25 you.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2206PC107

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, 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 4 pages constitute a true and correct transcription of said hearing held on the 23rd day of June 2022.

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 5th day of July 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: Zoning Map Amendment 2206PC109:

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 25, 2022

Re: Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission recommendation: To approve the request. Approval is contingent with adjacent properties being approved.

Motion: Mr. Elliott

Second: Mr. Hancock

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Garlon Pemberton

Speaking against the Petition: None

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 2, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2206PC109

Hearing Date: June 23, 2022

Current Zoning/Use: T3 / Vacant (Home has been demolished)

Legal: Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

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 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.

The applicant requests to rezone approximately 8,400 square feet of property from T3 (Sub-Urban zone) to a T4+ (General Urban Zone "Plus") zone. Currently, the property contains an elevated single-family structure. This rezoning request is one of four to complete the block on the northeast side of West Pine Street and Monet Street. This property is adjacent to a T4+ zone and can be considered without the other projects.

According to the City's 2002 Comprehensive Plan, this area was intended to stay residential in the future land use plan. Specifically meaning, the proposed mixed-use zone is encroaching into single-family zones.

The applicant has chosen public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses public need by stating, "[housing] inventory is at an all time low with a continued sign of growth in our communities from all over."

Technical Report

Zoning Map Amendment

Character of the neighborhood was addressed by the applicant with photos of commercial growth and a listing of new businesses in the area.

EXECUTIVE SUMMARY

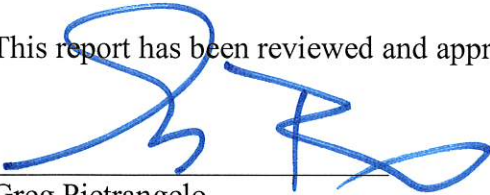
The future plan of the City's growth indicated medium density residential was intended to be the future of this area. Since then we have seen SmartCode and then hybrid code come to the area. Meanwhile, the city has this growth along the 605 corridor and the extra development pressure that comes with it.

With the proposed change allowing for anything permitted within the district, and T4+ is two tiers higher than T3, one could anticipate more intense uses abutting single-family homes. These include but are not limited to restaurants, parking structures, hardware stores, and others.

The Planning Commission could consider a lesser zoning if so desired. A T4L is within the realm of the advertisement and potential compromise to adjoining uses. If this rezoning is for housing, this potential zoning change will come at the cost of housing density as T4L allows 12 units per acre while T4+ allows 18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

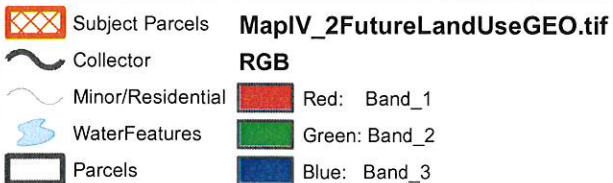


Greg Pietrangelo
Director of Urban Development Department



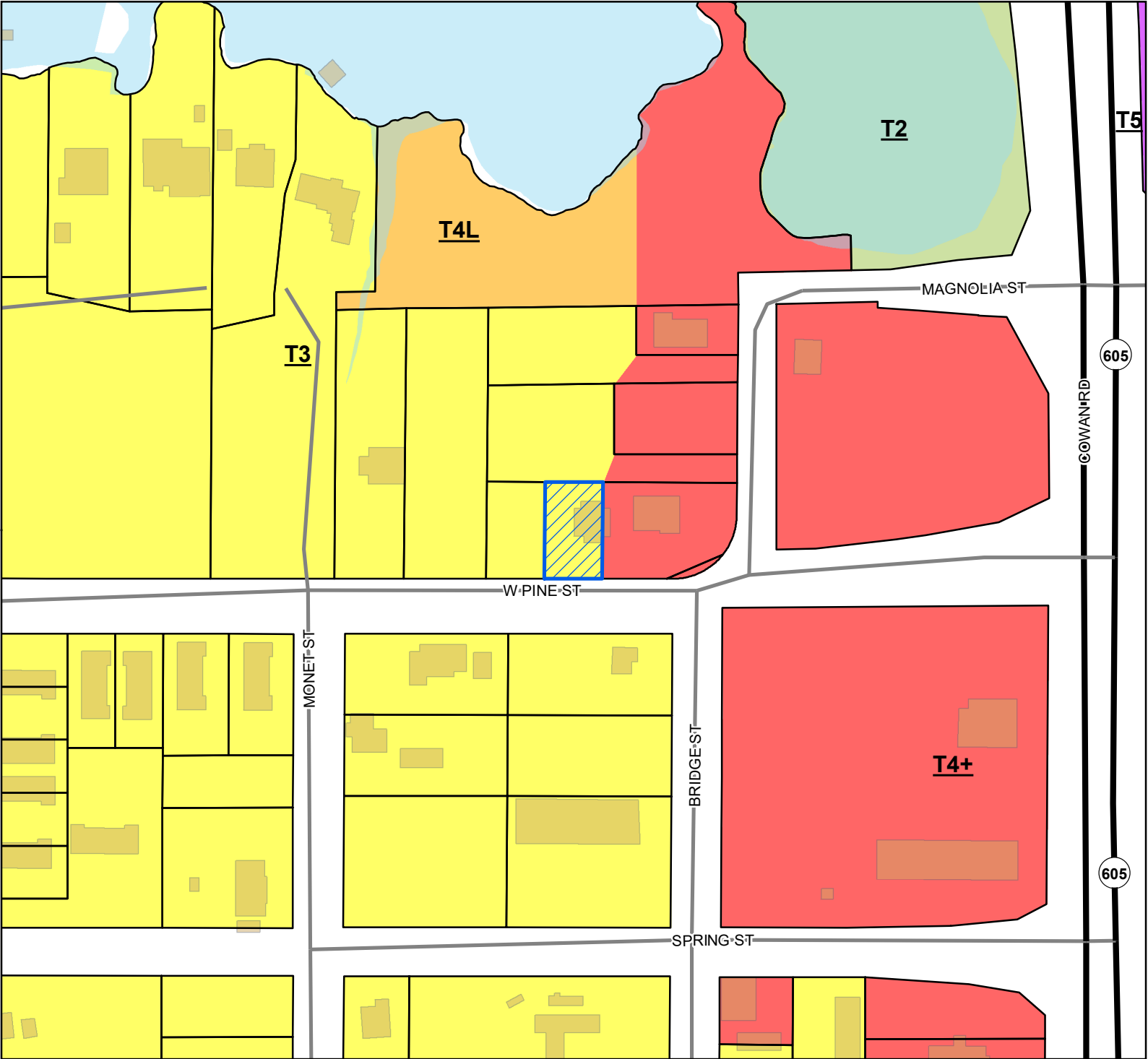
Future Land Use

Printed 6/14/2022



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.



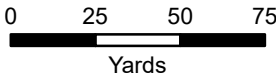
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Smart Code

- T5
- T4+
- T4L
- T3
- T2

Site Information

1010E-01-010.006
Zoning: T3 (Sub-urban Zone)
Size: 8,438 sqft.
Flood: AE



1 inch = 170 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 #: 2206PL109Date Received: 5-2-22

Receipt #: _____

Received By: D2

Zoning: _____

Ward: _____ Flood: _____

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

Property Information

TAX PARCEL #

1	0	1	0	E	-	0	1	-	0	1	0	•	0	0	6
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 1226 West Pine St

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

General Location: ABOUT 150' WEST OF BRIDGE STREET, NORTH SIDE PINE

GENERAL DESCRIPTION OF REQUEST:

CHANGE ZONING OF PROPERTY FROM T3 TO T4+

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

Judy Wentworth
Printed Name Of Owner
1226 West Pine
Mailing Address
Gulfport MS 39507
City State Zip code
228-806-2664
Home Phone Work/Cell Phone
jwwentworth2@gmail.com
Email
Judy Wentworth
Signature Of Owner

AGENT

Ganlow Pemberton
Printed Name Of Agent
9591 South Bayou Bend Dr
Mailing Address
Gulfport MS 39503
City State Zip code
228-324-2366
Home Phone Work/Cell Phone
lgtruckgroup@gmail.com
Email
[Signature]
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.

We are looking to change zoning of parcel # 1010E-01-010.006: from T3 to T4L as this parcel is directly west and touching parcel #1010E-01-010.001 on east property line which is a T4+. It is a much more natural transition when stepping down in zoning to be going from T4+ to T4L then to a T3. In addition, I am also seeing the character of the neighborhood is continually changing and gaining momentum which is becoming a great area for the city.

1. Maps showing the circumstances of the area and change/progress
 - a. See Images 2017, 2020, Current April 2022
2. Changes In the neighborhood
 - a. Prior to 2017 Cowan and West Pine really had little to no growth. Since then we have seen multiple business coming in and now more demand. Since 2017 just on the South West Side of the Cowan Bridge we have the following either completed or in progress:
 - i. Dominos
 - ii. Memorial
 - iii. Paper Moon
 - iv. The Yoga Bar
 - v. Qdoba
 - vi. Office Complex
 - vii. Woody's
 - viii. Chilville Ice Cream
 - ix. Condo Building #1
 1. 21 Residential units with 16 presold prior to construction
 2. 2 Commercial units with both presold. (Brick and Spoon, VanKirk Wealth)
3. Statistics showing a public need
 - a. Looking back on last 12 months we have on housing inventory homes are selling faster than they can be built. Inventory is at an all time low with a continued sign of growth in our communities from all over. Our proposed continued new development will help contribute to providing this need with high quality and planned area development not just putting something in place that will later be an eye sore.
4. Maps/Change in recent rezoning in the area
 - a. Parcel 1010E-01-003.00 was recently rezoned from T4+ / T3 now to T4+/T4L
 - b. Parcel 1010F-01-021.00 was recently rezoned from T5 to now T6
5. Same answer for number 2 applies here also

Development Schedule:

- There is no current development schedule at this time. Upon receiving change in zoning a development schedule will be put together and submitted to the city.

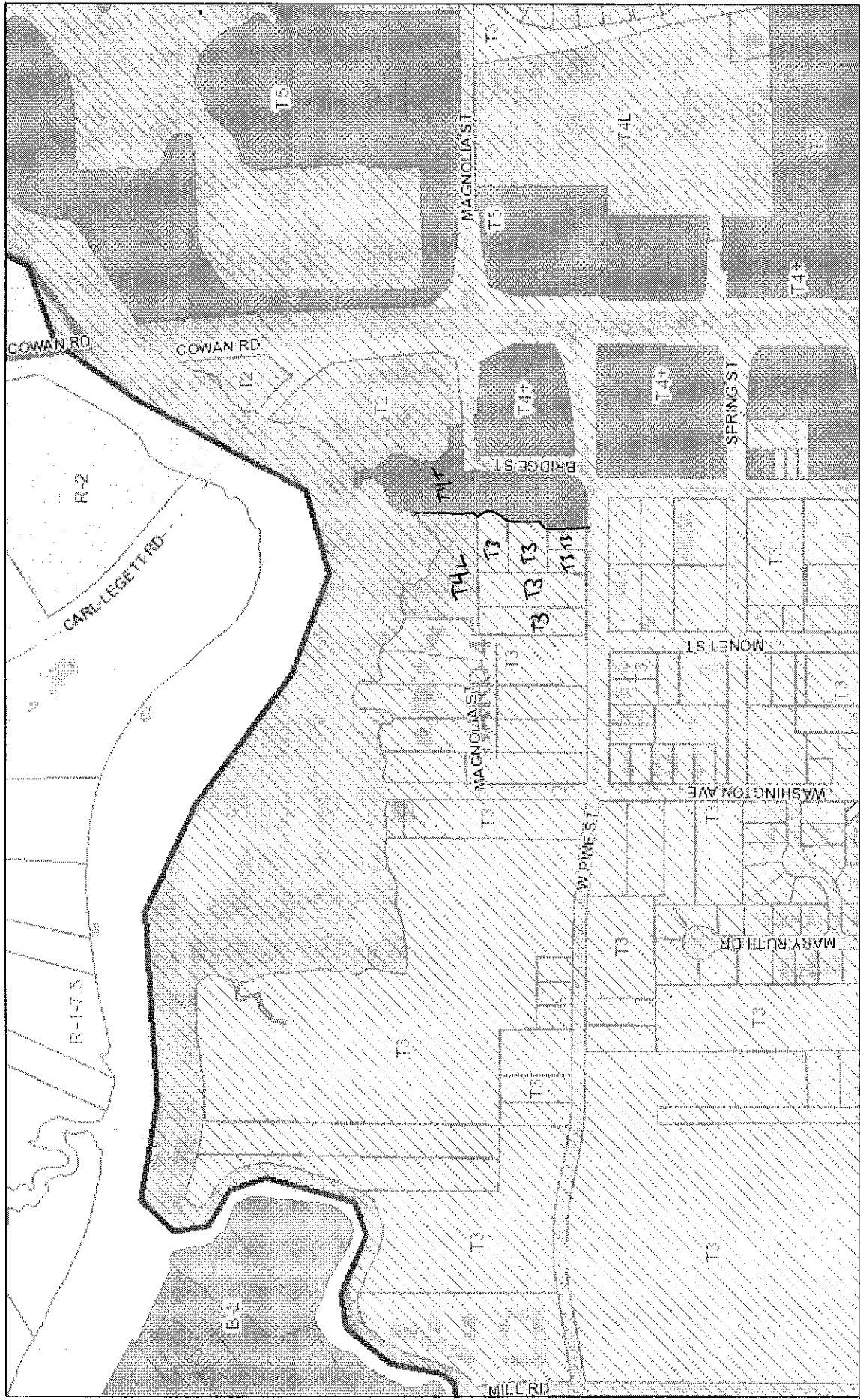
Effect of Amendment:

- Currently with this 1 parcel in this application and the 5 other parcels to the North and West side (separate applications) you will notice that we are cleaning up the current zoning in the area to have a smooth transition of the property lines and working to remove multiple zoning on single parcels. There is a canal that comes from Benard Bayou all the way to West Pine Street that will be separating the proposed T4L and the property zoned T3 directly to the west. This natural water way feels like a good transition between zoning. This allows zoning to have proper decrease from T4+, to T4L, to T3 vs going from T4+ straight to T3.

Error

- We not proposing that there was necessarily an error in zoning for these parcels. However, we are seeing a growing demand and a continued change in character of the area.

Gulfport Zoning Map



April 26, 2022

Streets

County Streets

... <all other values>

Interstate Highway

Principal Arterial

Director

Minor Arterial

Military

Address Points

Parcels

Buildings

 Hybrid Zones

Hybrid

Wards

1:5,825

Gulfport GIS

My Map

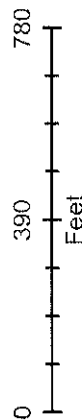
0202



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: April 26, 2022



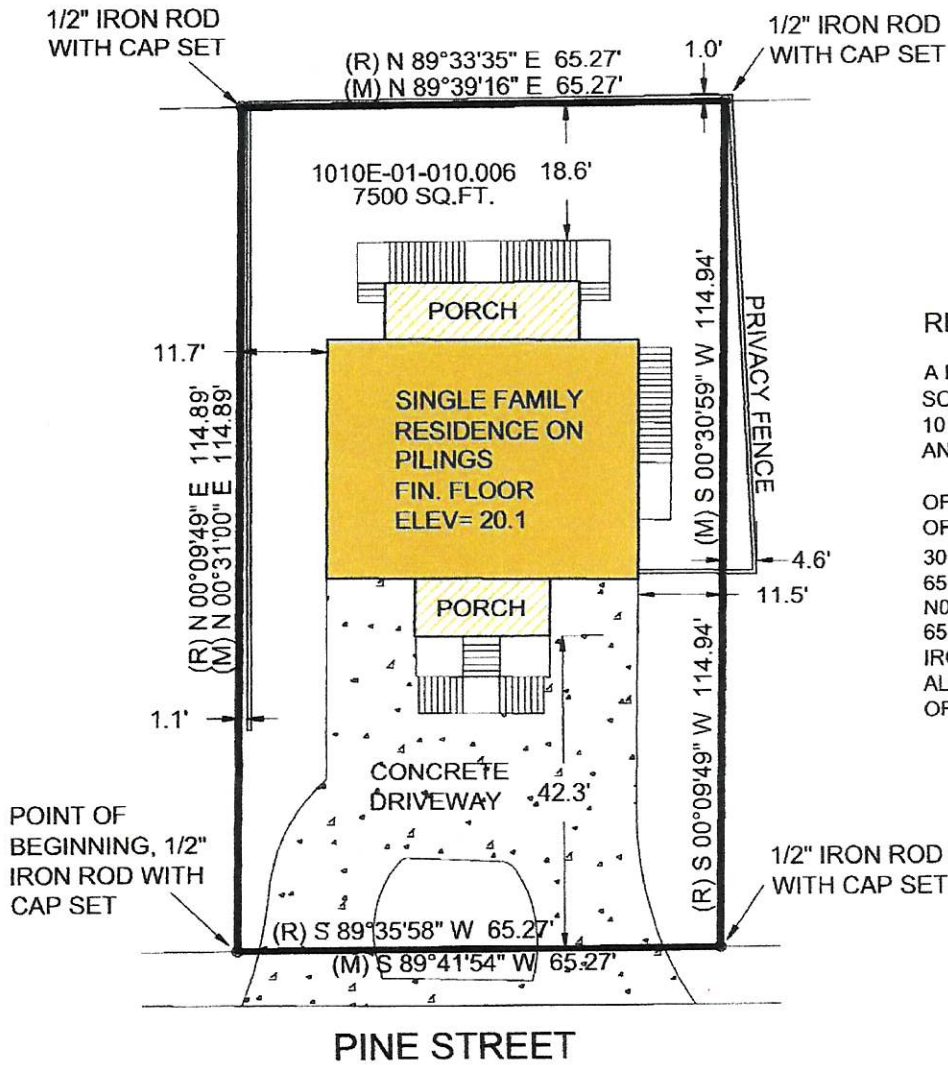
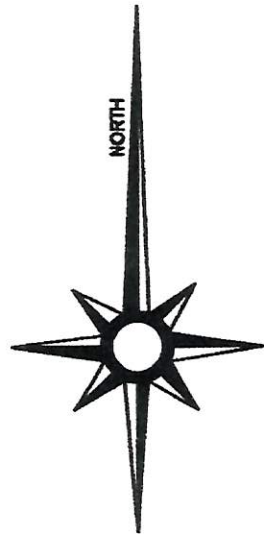


NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECIEVER AND TOPCON GPT-9005A ROBOTIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) ELEVATIONS SHOWN ARE BASED ON NAVD88, GEIOD 2009.
- 4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- ⊗ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊗ -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- ⊗ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET



RECORD DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON ROD FOUND ON THE NORTH MARGIN OF PINE STREET WHICH IS 668 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30; THENCE ALONG NORTH MARGIN OF PINE STREET, N89°35'58"E 65.30' TO AN IRON ROD AT THE POINT OF BEGINNING; THENCE N00°09'49"E 114.89' TO AN IRON ROD; THENCE N89°33'35"E 65.27' TO AN IRON ROD; THENCE S00°09'49"W 114.94' TO AN IRON ROD LYING ON THE NORTH MARGIN OF PINE STREET; THENCE ALONG SAID NORTH MARGIN S89°35'58"W 65.27' TO THE POINT OF BEGINNING, CONTAINING 7,500 SQUARE FEET.

REFERENCE MATERIALS:

- 1.) INSTRUMENT NO. 2008-2353-D-J1

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

7/25/2020



THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE" BFE=14 ACCORDING TO
MAP NUMBER 28047C0269G DATED JUNE 16, 2009

SURVEY CLASS - "B"

SCALE: 1" = 30'

FOR:

JUDY WENTWORTH

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649
FAX: 228-594-9427
EMAIL: cliffordcrosby@cableone.net

DATE OF FIELD WORK: 7/20/2020

PARTY CHIEF: PE

INSTRUMENT MAN: DJ

RODMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 20327

REVISED:

Supply and Demand Report

For 4/26/2021 To 4/26/2022

Today's date: 4/26/2022

Price Range: 250,000 to 400,000

Property Type: Residential	
Current Active Listings	
Number	Totals
List Price Volume	541
List Price Average	175,005.825
Average Days on Market	323.486
Average Cumulative Days on Market	44
Total Sold	48
Number	6144
List Price Volume	1,919,615.119
List Price Average	312.437
Sale Price volume	1,907,969.213
Sale Price Average	310.542
Average Days on Market	24
Average Cumulative Days on Market	26
Under Contract Listings	
Number	6,407
List Price Volume	2,005,818.437
List Price Average	313.067
Average Days on Market	22
Average Cumulative Days on Market	23
Back On Market Listings	
Number	1,315
List Price Volume	410,805.783
List Price Average	312.400
Expired Listings	
Number	398
List Price Volume	125,852.368
List Price Average	316.212
Average Days on Market	158
Average Cumulative Days on Market	164
Hold Withdrawn Cancelled Listings	
Number	660
List Price Volume	211,726.339
List Price Average	320.797
Average Days on Market	73
Average Cumulative Days on Market	77



Designation of Agent

I, Judy Wentworth, being owner of the property 1226 West Pine
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Garlon Pemberton to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Judy Wentworth
Signature

May 2, 2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2nd day of May, 20 22

Joycelyn D Phares
Notary Public



Sept 23, 2023
Commission Expiration

STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District
Instrument 2008 2354 D -J1
Filed/Recorded 3 18 2008 11 33
Total Fees 12.00
2 Pages Recorded



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 all of which is hereby acknowledged the undersigned L & L CONTRACTING AND DESIGN, LLC, a Mississippi Limited Liability Company, does hereby sell, convey and warrant unto JUDY WENTWORTH, the following described land and property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the North margin of Pine Street which is 668 feet east of the west line of said Northeast 1/4 of the Southwest 1/4 of Section 30, thence along north margin of Pine Street, N 89° 35' 58" E 65.30 to an iron rod at the point of beginning, thence N 00° 09' 49" W 114.94' to an iron rod lying on the north margin of Pine Street, thence along said North margin S 89° 35' 58" W 65.27' to the point of beginning, containing 7,500 square feet.

AD VALOREM TAXES for the current year are prorated and assumed by the grantee herein.

THIS CONVEYANCE is subject to any and all restrictive covenants and conditions, easements, rights of way, and prior reservations of oil, gas and other minerals of record pertaining to the above described property.

WITNESS my signature on this the 18th day of MARCH, 2008.

L & L CONTRACTING AND DESIGN, LLC

BY: [Signature]
MATHEW LARMORE, MANAGING MEMBER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

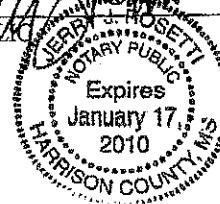
PERSONALLY appeared before me, the undersigned Notary Public in and for the above mentioned County and State, within my jurisdiction, the above named, MATHEW LARMORE, who acknowledges that he is the Managing Member of L & L CONTRACTING AND DESIGN, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said

limited liability company, and its act and deed, who acknowledged that he signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

WITNESS my official signature seal of office this the 18th day of MARCH, 2008.

My Commission Expires: 1/17/2010

NOTARY PUBLIC



GRANTOR:

L & L CONTRACTING AND DESIGN, LLC
P. O. Box 6708
Gulfport, MS 39506
(228) 518-0655

GRANTEE:

JUDY WENTWORTH
121 Canal Street
Gulfport, MS 39507
(228) 806-2664

PREPARED BY:

Jerry J. Rosetti
1720 22nd Ave.
P.O. Box 1078
Gulfport, MS 39502
(228) 863-8678

PERMITS/INSP PAYMENT RECPT#: 11264079
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/03/22 TIME: 16:24
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

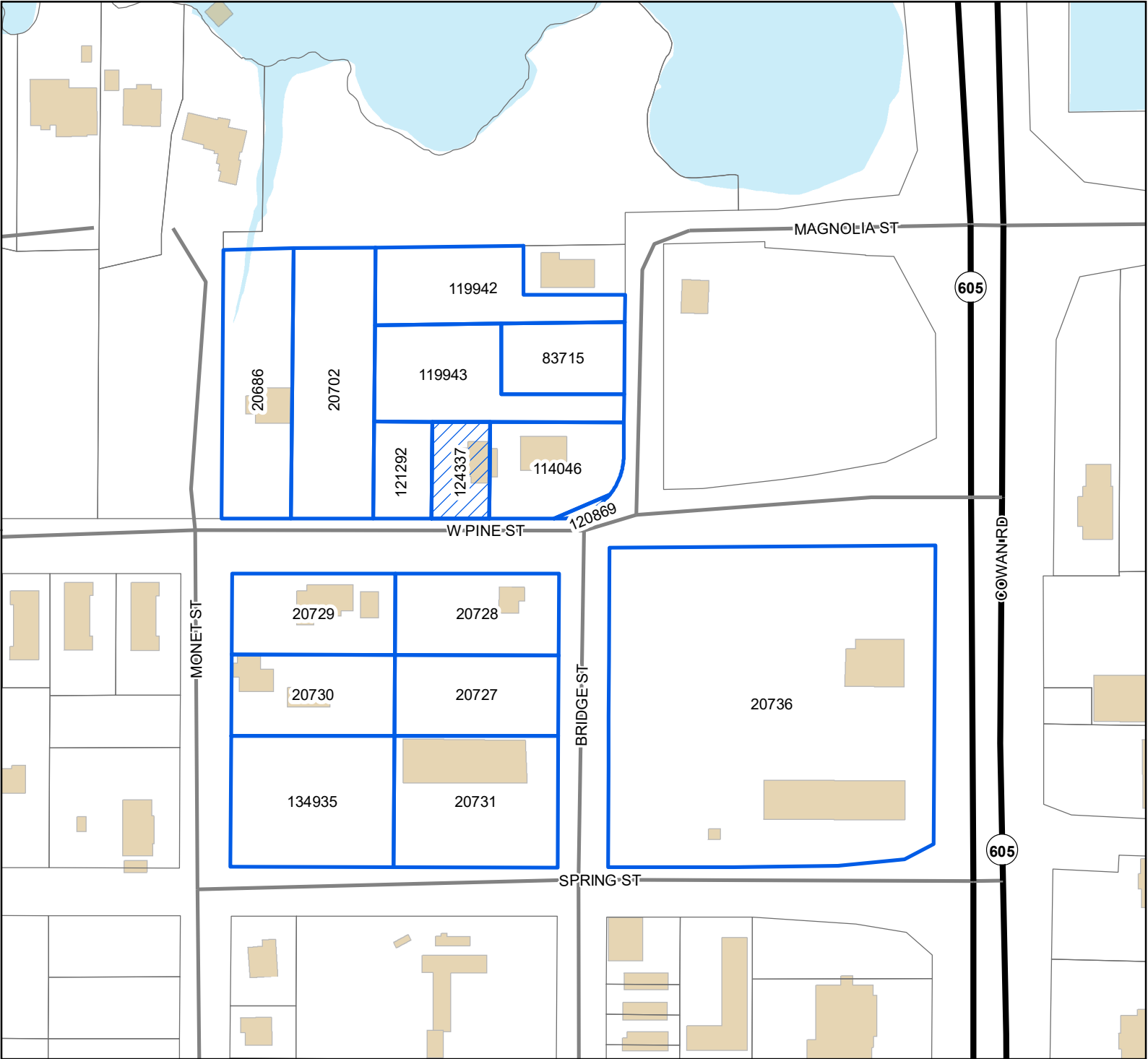
CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
1225

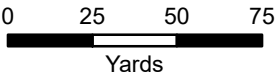
REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00



Legend

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



1 inch = 170 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	124337	1010E-01-010.006	WENTWORTH JUDY	1226 W PINE ST	GULFPORT	MS	39507
			GARLON PEMBERTON	9591 SOUTH BAYOU BEND DRIVE	GULFPORT	MS	39503
N			Adjacent Property Owners				
	20686	1010E-01-012.000	ANDREWS EMILY ANN BINGHAM	1204 W PINE ST	GULFPORT	MS	39507
	20730	1010E-02-009.000	CUTRER SAMUEL E	P O BOX 7265	GULFPORT	MS	39507
	114046	1010E-01-010.001	DANIELS RIP MICHAEL	1230 W PINE ST	GULFPORT	MS	39507
	20736	1010E-02-001.000	DEDEAUX UTILITY CO INC	1317 24TH AVE SUITE C	GULFPORT	MS	39501
	20728	1010E-02-006.000	DEFIBAUGH BEN	1123 BRIDGE ST	GULFPORT	MS	39501
N	120869	1010E-01-010.008	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	20731	1010E-02-008.000	HAMMOND HOLDINGS LLC	P O BOX 990	MONTROSE	AL	36559
	20702	1010E-01-011.000	HANSBORO YACHT CLUB LLC	P O BOX 29	GULFPORT	MS	39502
	121292	1010E-01-010.005	MARSHALL ELIZABETH & JON BERRY ETAL	16 RIVERS BEND DR	GULFPORT	MS	39507
	20727	1010E-02-007.000	PETERS STEVEN D	37 COMPASS POINT WAY S #425	INLET BEACH	FL	32461
	20729	1010E-02-010.000	PETTEY WILLIAM H JR	P O BOX 1326	GULFPORT	MS	39502
	134935	1010E-02-008.001	SPRINGBRIDGE PROPERTIES II LLC	2304 19TH ST	GULFPORT	MS	39501
	119943	1010E-01-010.004	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N	119942	1010E-01-010.003	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N	83715	1010E-01-010.000	WJZD INC	P O BOX 6216	GULFPORT	MS	39507

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 0711I-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 0807I-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 0710O-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

RE: Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

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, June 23, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, June 23, 2022**. 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.

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 _____, 2022, 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 T4+ (GENERAL URBAN ZONE “PLUS”) 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 1010E-01-010.006, which is generally described as being located North of and adjacent to W Pine Street, South of Bernard Bayou, East of Washington Avenue, and West of Bridge Street, should be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2206PC109; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel number 1010E-01-010.006 is legally described as:

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the North margin of Pine Street which is 668 feet east of the west line of said Northeast 1/4 of the Southwest 1/4 of Section 30, thence along north margin of Pine Street, N 89° 35' 58" E 65.30 to an iron rod at the point of beginning, thence N 00° 09' 49" W 114.94' to an iron rod lying on the

north margin of Pine Street, thence along said North margin S 89° 35' 58" W 65.27' to the point of beginning, containing 7,500 square feet.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 1010E-01-010.006 from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: **Zoning Map Amendment 2206PC115:**

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 0710O-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 21, 2022

Re: Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Daigle

Second: Mr. Spann

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Joyce Unsworth

Speaking against the Petition: None

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 2, 2022.



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

For Staff Use Only

Case File #: 2206PC115Date Received: 5-3-22

Receipt #: _____

Received By: D2Zoning: B-1Ward: 1 Flood: X24,500 sq. ft.

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

Property Information

TAX PARCEL # 07100-02-038.000
0000-0000-0000.0000
0000-0000-0000.0000

(If necessary, use separate sheet of paper)

Address of Property Involved: 4628 28th Street Gulfport MS 39501Lot(s) 26,27,28,29,30 Block(s) 20, Subdivision Gulfport HeightsGeneral Location: 28th and 48th corner lot**GENERAL DESCRIPTION OF REQUEST**

- want to rezone from B1 to RB
to become a conforming structure.

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

Owen J. Unsworth
 Printed Name Of Owner
1001 Wallace Ct.
 Mailing Address
Slidell LA 70461
 City State Zip code
985-515-0697
 Home Phone Work/Cell Phone
 Email
offshore060@hotmail.com
 Signature Of Owner

AGENT

Joyce Unsworth
 Printed Name Of Agent
4628 28th Street
 Mailing Address
Gulfport MS 39501
 City State Zip code
985-515-9661
 Home Phone Work/Cell Phone
1realjoyce@gmail.com
 Email
Joyce Unsworth
 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.

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

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

NAME OF OWNER (PRINT) Owen J. Unsworth

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4628 28th Street Gulfport, MS 39501

PHONE # (H) 985-515-0697 (W) _____

TAX PARCEL NUMBER(S) OWNED 07100-02-038.000

SIGNATURE: Owen J. Unsworth

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Joyce Unsworth

5-3-22

E.) rezoning request

The Single Family Residence having an address 4628 28th ST. Gulfport MS. is now in a nonconforming status. The zone for this property currently is B1 Industrial Commercial.

I'm requesting a zone change to RB Residential Business this will bring the property into a current conforming status.

Thank you

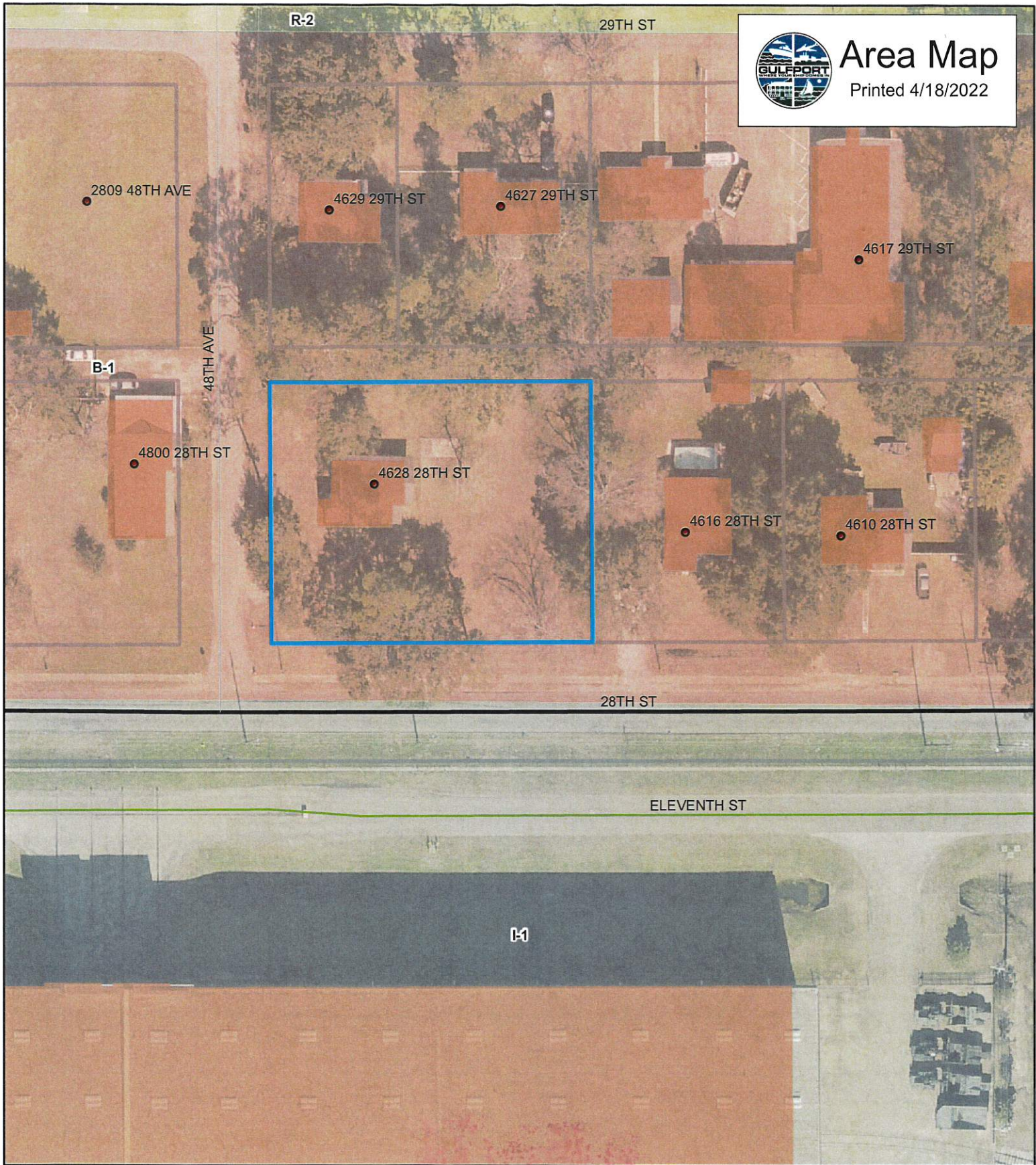
Joyce Unsworth agent for

F.)

Owner Owen I. Unsworth
1001 Wallace CT
Slidell, LA 70461
Cell 985-515-0697

Owner - Owen I Unsworth purchased this home for his daughter Molly K. Unsworth. Who currently lives in 4628 28ST the home. Gulfport, MS 39501
Cell 985-335-5855

There is NO ERROR.



Area Map

Printed 4/18/2022

Harrison_HughRes_2020.sid

RGB

Addresspoints	Red: Band_1
Minor Arterial	Green: Band_2
Minor/Residential	Blue: Band_3
Military	
WaterFeatures	
Parcels	



1 inch = 70 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.

CALS FILE: 2019/19-02--222/19-02-222.dwg

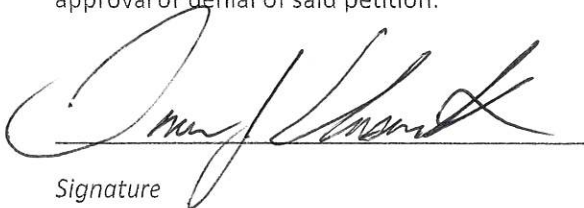


Designation of Agent

I, OWEN J. UNSWORTH PRINT NAME, being owner of the property 4628 28TH ST. Gulfport MS 39501 PRIMARY ADDRESS OR PARCEL, which is the subject of this application hereby authorize Joyce UNSWORTH PRINT NAME to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

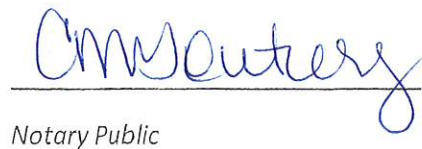
The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.


Signature

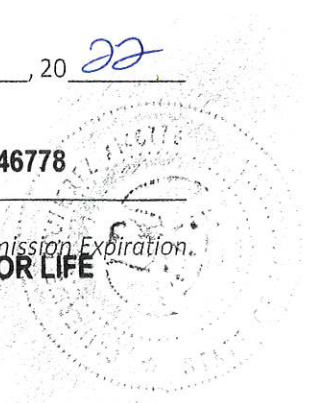
4/28/22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 28 day of April, 20 22


Notary Public

CATHERINE GOUTIEREZ #146778
NOTARY PUBLIC
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE



SCANNED



[Signature] 1st Judicial District
Instrument 2018 2421 D - J1
Filed/Recorded 4/23/2018 11:46 A
Total Fees \$ 16.00
2 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
**Rebecca James and
Eric L. James**
24403 Hwy 53
Saucier, Ms 39574
Telephone: (228) 332-0509



Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011
File No. Z186433S

Grantee:
Owen J. Unsworth
1001 Wallace Ct.
Slidell, LA 70461
Telephone: (985) 515-0697

INDEXING INSTRUCTIONS: Lots 26 to 30, Inc 30, Blk 20, Gulfport Heights, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, **Rebecca James and Eric L. James**, do hereby sell, convey and warrant unto **Owen J. Unsworth**, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots Twenty Six (26), Twenty Seven (27), Twenty Eight (28), Twenty Nine (29), and Thirty (30), in Block Twenty (20), Gulfport Heights, a subdivision, according to a map or plat thereof which is on file of record in the office of the Chancery Clerk of in the First Judicial District of Harrison County, MS, in Plat Book 3, at Page 13, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to Rebecca McCaffrey, by instrument recorded in Instrument No. 2005-16061-D-J1, Land Deed Records of Harrison County, Mississippi. Rebecca McCaffrey is now known as Rebecca James.

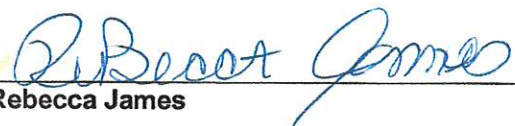
If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantors quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS OUR SIGNATURES, on this the 19th day of April, 2018.


Rebecca James


Eric L. James

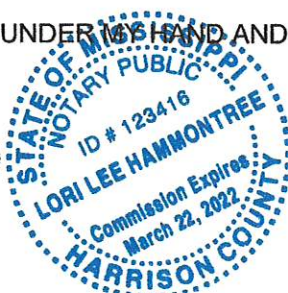
ACKNOWLEDGEMENT

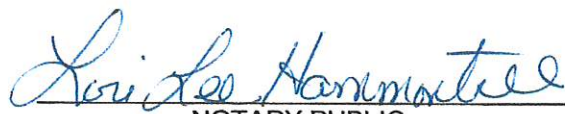
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Rebecca James and Eric L. James**, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 19th day of April, 2018.

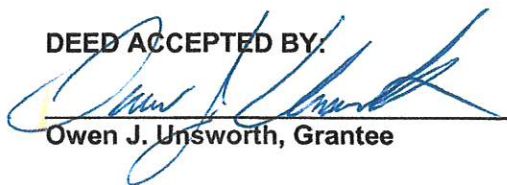
(AFFIX SEAL)




NOTARY PUBLIC

My commission expires: _____

DEED ACCEPTED BY:


Owen J. Unsworth, Grantee

PERMITS/INSP PAYMENT RECPT#: 11263473
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/03/22 TIME: 12:42
CLERK: lbarefoot DEPT:
CUSTOMER#: 0

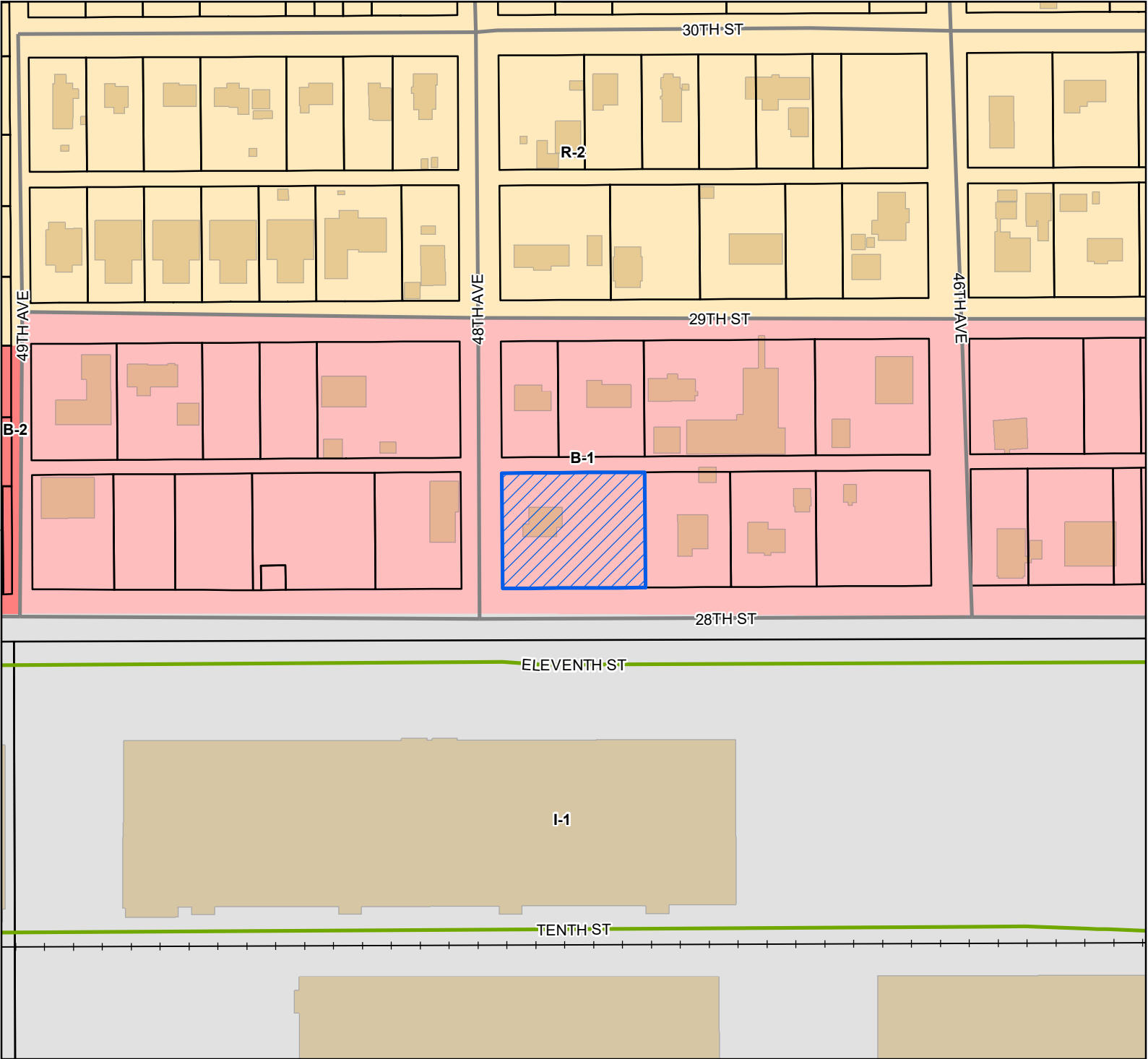
COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: JOYCE UNSWORTH
PAYMENT METH: CHECK
REFERENCE: 0000024096

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00



Site
[Blue hatched box] Site

Street
[Grey line] Street

Military Street
[Green line] Military Street

Railroad
[Black line with cross-ticks] Railroad

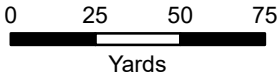
Parcels
[Black outline] Parcels

Buildings
[Brown shape] Buildings

Zoning

- [Pink box] B-1 - Neighborhood Business District
- [Light pink box] B-2 - General Business District
- [Light grey box] I-1 - Light Industry District
- [Yellow box] R-2 - Single Family Residence District (Medium Density)

Site Information
07100-02-038.000
Zoning: B-1 (Neighborhood Business)
Size: 24,500 sqft.
Flood: X



1 inch = 170 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	90764	07100-02-038.000	UNSWORTH OWEN J	1001 WALLACE CT	SLIDELL	LA	70461
	Adjacent Property Owners						
	29788	07100-02-046.000	CLARK CARMEN H	4626 29TH ST	GULFPORT	MS	39501
	29816	07100-02-036.000	COLLUMS CHUCK R & SUZANNE A	4610 28TH ST	GULFPORT	MS	39501
	90767	07100-02-044.000	ERICKSON ERIKA & MICHAEL JAY LEE	4612 29TH ST	GULFPORT	MS	39501
	29803	07100-02-104.000	GORDON BOYD W & PAMELA R	6462 SIMMONS DR	LONG BEACH	MS	39560
	90766	07100-02-041.000	GULF COAST BAPTIST ASSOCIATION INC	11201 OLD HIGHWAY 49	GULFPORT	MS	39503
	29810	07100-02-039.000	HANSON KIRK	11195 WOODLEY CV	GULFPORT	MS	39503
	29775	07100-02-098.000	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
	29787	07100-02-045.000	KNIGHT GEORGE K	4616 29TH ST	GULFPORT	MS	39507
	29799	07100-02-102.000	MAGNUSEN BETTY	3774 ROUTE 31 APT 602	LIVERPOOL	NY	13090
	100027	07100-02-105.001	NECAISE KEVIN D ETAL	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	90781	07100-02-105.000	PETERSON KAREN K & MIRIAM GRAVES	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
N	29800	07100-02-102.001	PETERSON KAREN K & MIRIAM GRAVES	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	29773	07100-02-096.000	PHELPS MARGIE AUGESTINE -ESTATE-GULFPORT	26 PASS RD	GULFPORT	MS	39501
	29817	07100-02-037.000	ROBERSON BRANDY L & DEREK L	4616 - 28TH ST	GULFPORT	MS	39501
	29811	07100-02-040.000	RUSSELL LINDA A & CHUTER RICKEY P	4627 29TH STREET	GULFPORT	MS	39501
	29807	07100-02-106.000	TRAN TONY PHU	307 FERGUSON AVE	LONG BEACH	MS	39560
	88109	0711B-01-002.000	U S NAVAL CONST BATTALION CTR	28TH ST	GULFPORT	MS	39501
	29774	07100-02-097.000	WEIS JOSEPH SCOTT	4810- 29TH STREET	GULFPORT	MS	39501
	29801	07100-02-102.002	YOUNG HARVEY V & BERNICE E	4809-29TH STREET	GULFPORT	MS	39501

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2206PC115

Hearing Date: June 23, 2022

Current Zoning/Use: B-1 / Single-family

Legal: Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

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 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.

The applicant requests to rezone approximately 24,500 square feet of property from B-1 (Neighborhood business) to R-B (Residence-business). Constructed in 1950, according to Harrison County land roll records, the property has a single-family house. If approved the use would become conforming.

According to the City's 2002 Comprehensive Plan, this area was intended to become general commercial. The proposed zoning would allow for a commercial use that is not as intensive as the industrial zoning to the south but it does not eliminate residential.

The applicant has not addressed change in the character of the neighborhood or public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing with commercial along 28th Street was in the future. Although the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes

Technical Report

Zoning Map Amendment

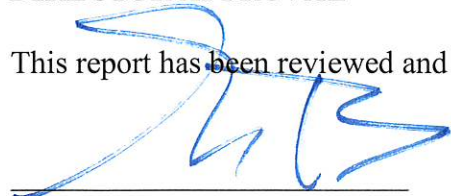
in the surrounding neighborhood than commercial uses. A lesser zoning of the R-B (Residence-business) would still keep with commercial zoning and would make the house conforming.

Any approval should consider these conditions:

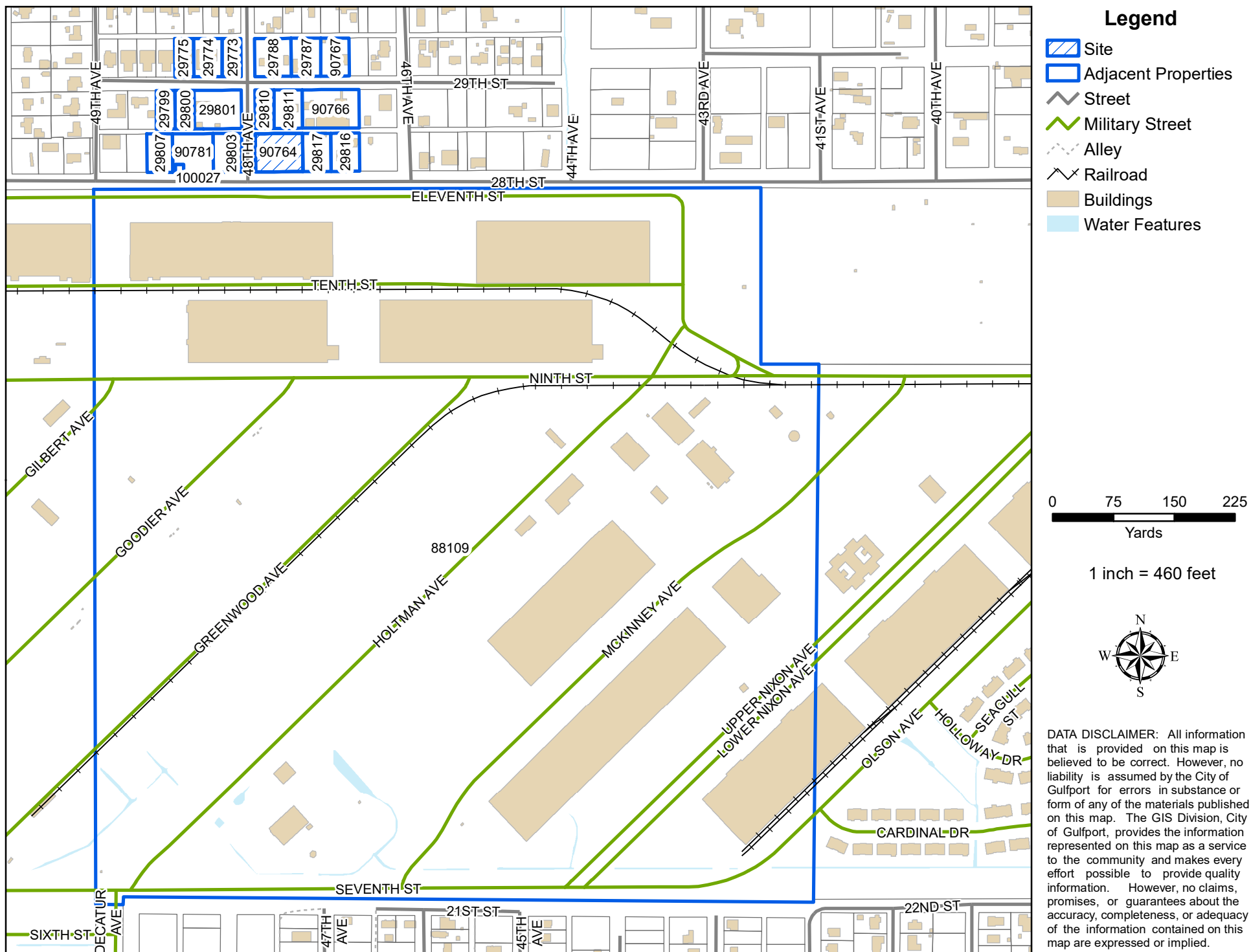
1. An R-B zoning would keep in harmony the commercial zoning intended along this corridor and would bring the single-family home into conformity.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 08071-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 0710O-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

SB

RE: Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 0710O-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

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, June 23, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, June 23, 2022**. 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.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

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

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 07100-02-038.000, which is generally described as being located North of and adjacent to 28th Street, South of 29th Street, East of and adjacent to 48th Avenue, and West of 46th Avenue, should be rezoned from its present classification of B-1 (Neighborhood business) District to R-B (Residence-business) District. The Case File Number is 2206PC115; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

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

Ad valorem tax parcel number 07100-02-038.000 is legally described as:

Lots Twenty Six (26, Twenty Seven (27), Twenty Eight (28), Twenty Nine (29), and Thirty (30), in Block Twenty (20), Gulfport Heights, a subdivision, according to a map or plat thereof which is on file of record in the office of the Chancery Clerk of in the First Judicial District of Harrison County, MS, in Plat Book 3, at Page 13, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to Rebecca McCaffrey, by instrument recorded on Instrument No. 2005-16061-D-J1, Land Deed Records of

Harrison County, Mississippi. Rebecca McCaffrey is now known as Rebecca James.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0710O-02-038.000 from its present zoning classification of B-1 (Neighborhood business) district to R-B (Residence-business) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

2206PC115

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 9. Zoning Map Amendment 2206PC115

2 MS. WELCH: Zoning Map Amendment Case Number
3 115 has been duly and timely noticed as required by law.
4 The applicant requests to rezone from B-1 neighborhood
5 business to R-B residence business 4628 28th Street, Ward 1.
6 A copy of the packet considered is hereby offered to the
7 record.

8 MR. WILLIAMS: Thank you.

9 Someone here to speak for this?

10 MS. UNSWORTH: Hello. I'm Joyce Unsworth. I
11 live at 26 -- I'm sorry -- 4628 28th Street, Gulfport,
12 Mississippi 39501.

13 MR. WILLIAMS: Thank you.

14 Just let us know what you're going to do,
15 please.

16 MS. UNSWORTH: Okay. At the current zoning
17 right now, the property is a single family home, and it's in
18 non-compliance because it's B-1 as a neighborhood business.

19 And I would like to get it rezoned R-B to a
20 residential business, and that way we will become in
21 compliance.

22 MR. WILLIAMS: Okay. Commissioners, any
23 questions for the applicant on that?

24 MR. SELLERS: If I could, is this being
25 brought about, are you trying to sell the property or Greg,

1 can you give us some insight to why we're doing it if she's
2 not selling it or whatever, why can't she continue the
3 non-conforming use.

4 MR. HOLMES: She could, but any time she'd
5 want to make repairs to that house, she'd be limited to ten
6 percent of the value of the house at it's currently zoned.

7 MR. SELLERS: Okay.

8 MR. WILLIAMS: Any other questions?

9 All right. If something comes up, we'll
10 bring you back up. Thank you.

11 MS. UNSWORTH: Okay.

12 MR. WILLIAMS: Anyone else here to speak for
13 this request?

14 Anyone here to speak against this request
15 tonight?

16 Commissioners, any questions, comments? Or a
17 motion, please.

18 MR. DAIGLE: Motion to approve Case
19 2206PC115.

20 MR. WILLIAMS: Thank you, sir. Got a motion.
21 Do I have a second?

22 MS. ADOLPH: Second.

23 MR. WILLIAMS: Got a motion and a second to
24 approve. Any further discussion? All those in favor
25 signify by saying aye. Any opposed?

1 All right. It's been approved. Thank you.

2 Appreciate it.

3 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2206PC115

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 4 pages constitute a true and correct transcription of said hearing held on the 23rd day of June 2022.

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 7th day of July 2022.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: **Zoning Map Amendment 2206PC117:**

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 21, 2022

Re: Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Daigle

Second: Mrs. Adolph

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Rip Daniels

Speaking against the Petition: None

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 2, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2206PC117

Hearing Date: June 23, 2022

Current Zoning/Use: T3 and T4+ / Vacant property

Legal: Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

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 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.

The applicant requests to rezone approximately 1.04 acres of property from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to entirely T4+ zone. Currently, the properties are vacant. This rezoning request is one of four to complete the block on the north of West Pine Street and Bridge Street. These properties are split zoned and can be considered without the other projects.

According to the City's 2002 Comprehensive Plan, this area was intended to stay residential in the future land use plan. Specifically meaning, the proposed mixed-use zone is encroaching into single-family zones.

The applicant has chosen public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses public need by stating, "[housing] inventory is at an all time low with a continued sign of growth in our communities from all over." Character of the neighborhood was addressed by the applicant with photos of commercial growth and a list of new businesses in the area.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

The future plan of the City's growth indicated medium density residential was intended to be the future of this area. Since then we have seen SmartCode and then hybrid code come to the area. Meanwhile, the city has this growth along the 605 corridor and the extra development pressure that comes with it.

With the proposed change allowing for anything permitted within the district, and T4+ is two tiers higher than T3, one could anticipate more intense uses abutting single-family homes. These include but are not limited to parking structures, restaurants, seafood retail, hardware stores, and others.

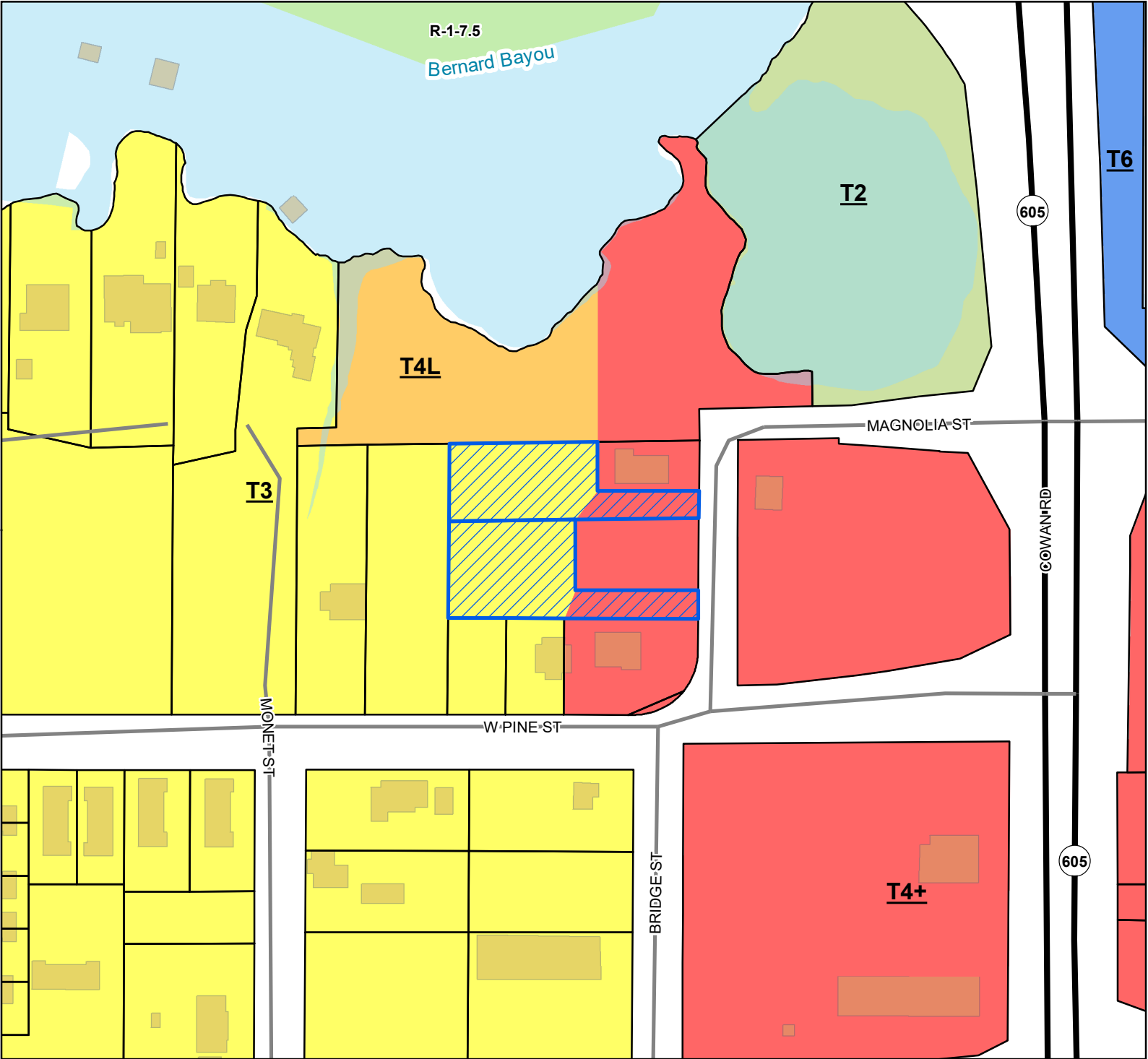
The Planning Commission could consider a lesser zoning if so desired. A T4L is within the realm of the advertisement and potential compromise to adjoining uses. If this rezoning is for housing, this potential zoning change will come at the cost of housing density as T4L allows for 12 units per acre while T4+ allows 18.

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

Smart Code

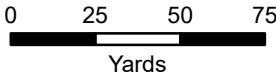
- T6
- T4+
- T4L
- T3
- T2

Zoning

- R-1-7.5 - Single Family
- Residence District (Low Density)

Site Information

1010E-01-010.003
1010E-01-010.004
Zoning: R-1-10 (Single-Family Residence)
Size: 10,916 sqft.
Flood: X



1 inch = 170 feet



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



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

For Staff Use Only

Case File #: 2206PC117Date Received: 5-3-22

Receipt #: _____

Received By: D2

Zoning: _____

Ward: _____ Flood: _____

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

TAX PARCEL #

1	0	1	0	E	-	0	1	-	0	1	0	•	0	0	3
1	0	1	0	E	-	0	1	-	0	1	0	•	0	0	4
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: Just south of magnolia Street on west side of Bridge St**GENERAL DESCRIPTION OF REQUEST:**CHANGE ZONING OF PROPERTY FROM T3 TO T4**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

Rip Daniels for WJZD
Printed Name Of Owner

P.O. Box 6216
Mailing Address

Gulfport Ms. 39506
City State Zip code

228-896-5307-228-806-7477
Home Phone Work/Cell Phone

228-896-5307-228-806-7477
Home Phone Work/Cell Phone

228-896-5307-228-806-7477
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228-896-5307-228-806-7477
Home Phone Work/Cell Phone

AGENT

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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

☐

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

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

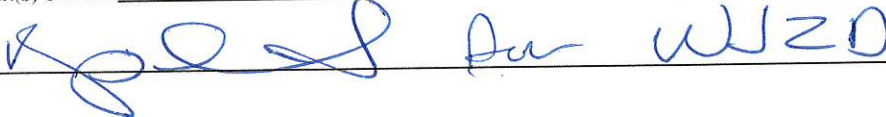
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) WJZD inc 1

ADDRESS (STREET, CITY, STATE, ZIP CODE) P.O. Box 6216 Gpt Ms. 39506

PHONE # (H) 228-806-7477 (W) 228-896-5307

TAX PARCEL NUMBER(S) OWNED 1010E-01-010.003

SIGNATURE:  WJZD

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1010E-01-010.004

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

We looking modify zoning of parcel #'s 1010E-01-010.003 AND 1010E-01-010.004: These two parcels are split zoned and going from T4+ to T3. It makes much more sense when down zoning to drop from T4+, to T4L, then to T3. In additions we also are seeing the character of the neighborhood is continually changing and gaining momentum which is becoming a great area for the city.

1. Maps showing the circumstances of the area and change/progress
 - a. See Images 2017, 2020, Current April 2022
2. Changes In the neighborhood
 - a. Prior to 2017 Cowan and West Pine really had little to no growth. Since then we have seen multiple business coming in and now more demand. Since 2017 just on the South West Side of the Cowan Bridge we have the following either completed or in progress:
 - i. Dominos
 - ii. Memorial
 - iii. Paper Moon
 - iv. The Yoga Bar
 - v. Qdoba
 - vi. Office Complex
 - vii. Woody's
 - viii. Chilville Ice Cream
 - ix. Condo Building #1
 1. 21 Residential units with 16 presold prior to construction
 2. 2 Commercial units with both presold. (Brick and Spoon, VanKirk Wealth)
3. Statistics showing a public need
 - a. Looking back on last 12 months we have on housing inventory homes are selling faster than they can be built. Inventory is at an all time low with a continued sign of growth in our communities from all over. Our proposed continued new development will help contribute to providing this need with high quality and planned area development not just putting something in place that will later be an eye sore.
4. Maps/Change in recent rezoning in the area
 - a. Parcel 1010E-01-003.00 was recently rezoned from T4+ / T3 now to T4+/T4L
 - b. Parcel 1010F-01-021.00 was recently rezoned from T5 to now T6
5. Same answer for number 2 applies here also

Development Schedule:

- There is no current development schedule at this time. Upon receiving change in zoning a development schedule will be put together and submitted to the city.

Effect of Amendment:

- Currently with the 2 parcels in this application and the 4 other parcels to the West side (separate application) you will notice that we are cleaning up the current zoning in the area to have a smooth transition of the property lines and working to remove multiple zoning on single parcels. There is a canal that comes from Benard Bayou all the way to West Pine Street that will be separating the proposed T4L and the property zoned T3 directly to the west. This natural water way feels like a good transition between zoning. This allows zoning to have proper decrease from T4+, to T4L, to T3 vs going from T4+ straight to T3.

Error

- We not proposing that there was necessarily an error in zoning for these parcels. However, we are seeing a growing demand and a continued change in character of the area.

PROPERTY NOW OR
FORMERLY OF AARON R.
BOHANN

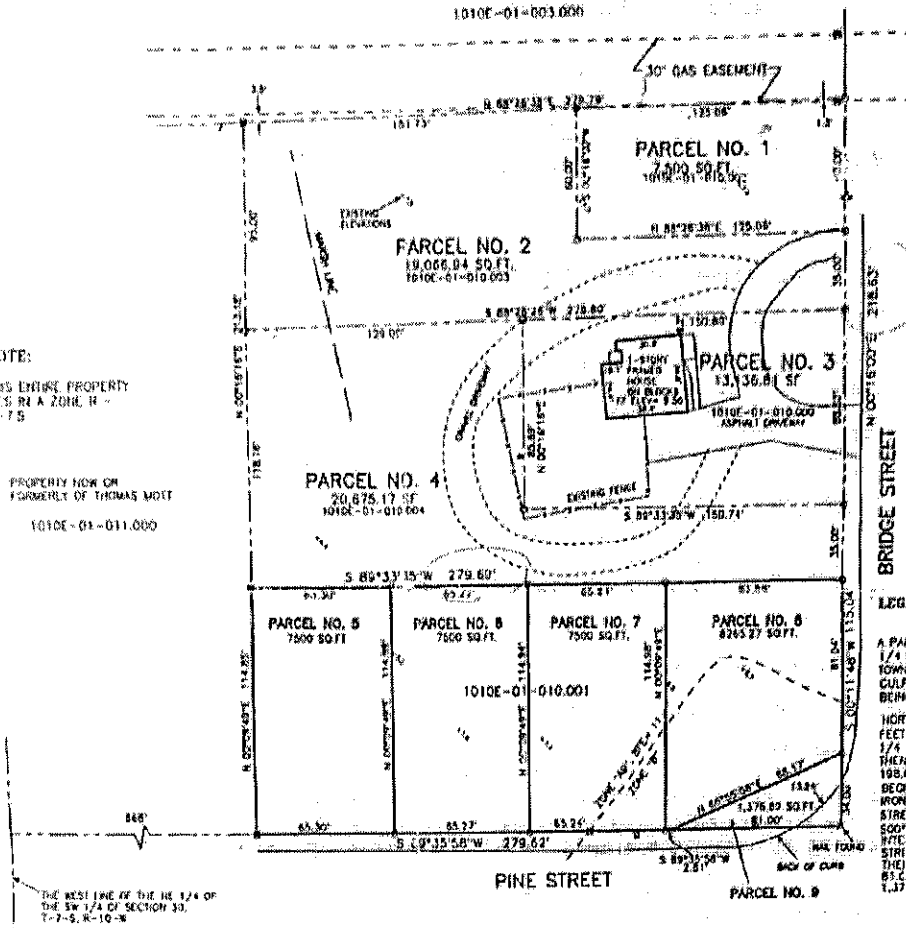
1010E-01-003.000

NOTE:

AS ENTIRE PROPERTY
IS IN A ZONE, R-
7.5

PROPERTY NOW OR
FORMERLY OF THOMAS MOIT

1010E-01-011.000



LEGAL DESCRIPTION FOR PARCEL NO. 5

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON ROD FOUND ON THE NORTH MARGIN OF PINE STREET WHICH IS 666 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30; THENCE ALONG PINE STREET, 114.82' TO AN IRON ROD FOUND; THENCE S89°35'58\"/>

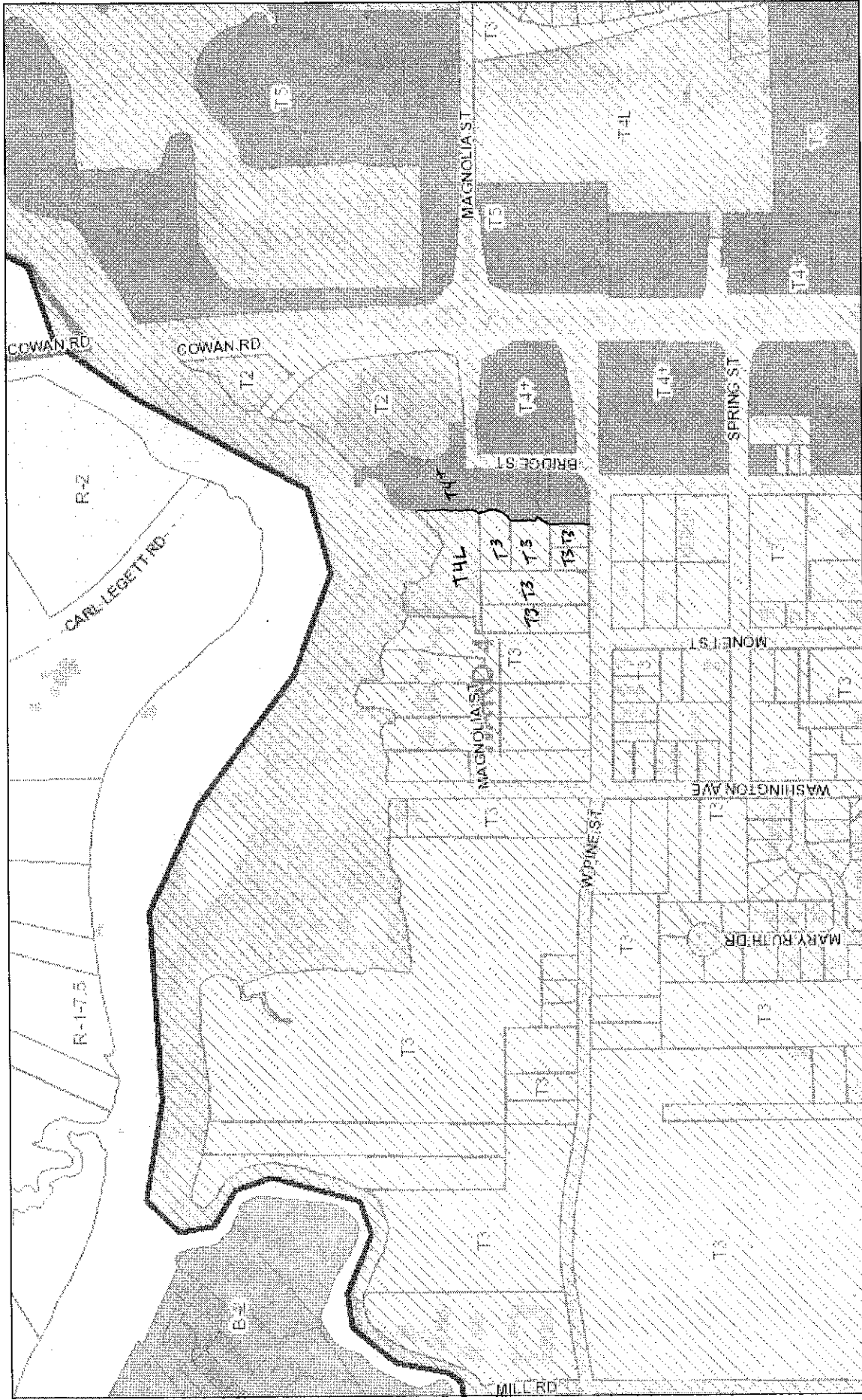
LEGAL DESCRIPTION FOR PARCEL NO. 6

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON ROD FOUND ON THE NORTH MARGIN OF PINE STREET WHICH IS 666 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30; THENCE ALONG NORTH MARGIN OF PINE STREET, 114.82' TO AN IRON ROD FOUND; THENCE S89°35'58\"/>

LEGAL DE

A PARCEL C
SOUTHWEST
WEST, CITY
BEING MORE
COMMENCE
PINE STREET
NORTHEAST
ALONG NOR
IRON ROD /
TO AN IRON
THENCE SO
NORTH MAR
S89°35'58\"/>

Gulfport Zoning Map



April 26, 2022

Streets
County Streets
<all other values>

Interstate Highway
Principal Arterial
Collector

Minor Arterial
Military
Address Points

Parcels
Buildings
Hybrid Zones

Hybrid
Wards

1:5,825
0 0.05 0.1 0.15 0.2 mi
0 0.075 0.15 0.3 km

Supply and Demand Report

For 4/26/2021 To 4/26/2022

Today's date: 4/26/2022

Price Range: 250,000 to 400,000

Property Type: Residential

Current Active Listings

Number	Totals
List Price Volume	541
List Price Average	175,005,825
Average Days on Market	323,486
Average Cumulative Days on Market	44
Total Sold	48

Number	6144
List Price Volume	1,919,615,119
List Price Average	312,437
Sale Price volume	1,907,969,213
Sale Price Average	310,542
Average Days on Market	24
Average Cumulative Days on Market	26

Under Contract Listings	
Number	6,407
List Price Volume	2,005,818,437
List Price Average	313,067
Average Days on Market	22
Average Cumulative Days on Market	23

Back On Market Listings	
Number	1,315
List Price Volume	410,805,783
List Price Average	312,400
Average Days on Market	398
Average Cumulative Days on Market	125,852,368
Expired Listings	
Number	316,212
List Price Volume	158
List Price Average	164
Average Days on Market	660
Average Cumulative Days on Market	211,726,339

Hold Withdrawn Cancelled Listings	
Number	320,797
List Price Volume	73
List Price Average	77
Average Days on Market	
Average Cumulative Days on Market	

7102



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: April 26, 2022





2017

STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2007 4405 D -J1
Filed/Recorded 4 27 2007 12 36 N
Total Fees 12.00
7 Pages Recorded

REVIEWED

SCANNED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned, JUDY I. WENTWORTH, a single person, do hereby sell, convey and warrant unto WJZD, INC., a Mississippi Corporation, the following described land and real property being located in the First Judicial District of Harrison County, Mississippi, together with all improvements situated thereon, and being more particularly described as follows, to-wit:

A parcel of land situated in the northeast 1/4 of the southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of Pine Street which is 668 feet east of the west line of said northeast 1/4 of the southwest 1/4 of Section 30; thence N 00 degrees 09'49" E 114.85' to an iron rod found at the point of beginning; thence N 00 degrees 16'16" E 213.18' to an iron rod found; thence N 88 degrees 26'36" E 279.79' to the west margin of Bridge Street; thence along said west margin S 00 degrees 16'00" W 218.63' to an iron rod found; thence S 89 degrees 33'35" W 279.69' to the point of beginning, containing 1.386 acres.

The above described property is conveyed subject to any restrictive covenants, mineral reservations and easements of record.

Ad valorem taxes are pro-rated and assumed by the Grantee herein.

WITNESS MY SIGNATURE, on this the 26th day of April, 2007.

JUDY I. WENTWORTH

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JUDY I. WENTWORTH, who after being by me first duly sworn on oath acknowledged that she signed and delivered the foregoing Warranty Deed as her voluntary act and deed on the day and the year therein mentioned.

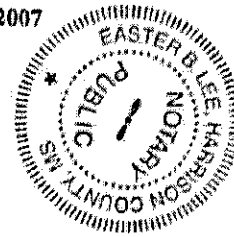
Judy I. Wentworth
JUDY I. WENTWORTH

SWORN to and subscribed before me, this the 26th day of April, 2007

Easter L Lee
NOTARY PUBLIC

MY COMMISSION EXPIRES DEC. 14, 2010

My Commission Expires



GRANTOR

Judy I. Wentworth
121 Canal Street
Gulfport, MS 39507
228-806-2664

GRANTEE

WJZD, INC., A Mississippi Corporation
P. O. Box 6216
Gulfport, MS 39507
228-896-5307

INDEXING INSTRUCTIONS

Section 30-7-10
N margin of Pine St.; W margin
of Bridge St.; Harrison Co., MS - 1" JD

PREPARED BY:

JOSEPH P. HUDSON
HUDSON & SMITH, ATTORNEYS
P. O. Box 908
Gulfport, MS 39502
228-863-3095

deed STANLEY DANIELS - WJZD - Judy Wentworth
(B)



1st Judicial District
Instrument Number 2001 1365 D
Filed 2/21/2001 3:41 P
Total Fees \$ 00
Book 1531 Page 219-222-01

MB 419
PG 206-01
2-6 01



GULFPORT CITY PLANNING COMMISSION

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 the attached Final Plat. The following property has been subdivided from parcel 1010E-01-010.000 into four (4) parcels. The subject property is generally described as being located north of Pine Street, east of Washington Avenue Extension, south of Bayou Bernard, and west of and adjacent to Bridge Street. The ad valorem tax parcel number of the subject property is 1010E-01-010.000. The Case File Number is 0101PC014.

OVERALL DESCRIPTION

A parcel of land situated in the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of Pine Street which is 668 feet east of the west line of said northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30; thence N 00°09'49" E 114.85' to an iron rod found at the point of beginning; thence N 00°16'16" E 213.18' to an iron rod found; thence N 88°26'36" E 279.79' to the west margin of Bridge Street; thence along said west margin S 00°16'00" W 218.63' to an iron rod found; Thence S 89°33'35" W 279.69' to the point of beginning, containing 1.386 acres.

THE LEGAL DESCRIPTIONS OF THE FOUR (4) PROPOSED PARCELS READ AS FOLLOWS:

LEGAL DESCRIPTION FOR PARCEL No. 1

A parcel of land situated in the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 7, South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of Pine Street which is 668 feet east of the west line of said northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 30; thence N 00°09'49" E 114.85' to an iron rod found; thence N 00°16'16" E 213.18' to an iron rod found; thence N 88°26'36" E 154.73' to the point of beginning; thence S 00°16'00" W 60.00'; thence N 88°26'36" E 125.06 to the West Margin of Bridge Street; thence along said west margin, N 00°16'00" E 60.00'; thence S 88°26'36" W 125.06' to the point of beginning, containing 7,500 square feet.

LEGAL DESCRIPTION FOR PARCEL No. 2

A parcel of land situated in the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 7, South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of pine Street which is 668 feet east of the west line of said northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 30, thence N 00°09'49" E 114.85' to an iron rod found; thence N 00°16'16" E 110.18' to the point of beginning; thence N 00°16'16" E 95.00' to an iron rod found; thence N 88°26'36" E 154.73'; thence S 00°16'00" W 60.00'; thence N 88°26'36" E 125.06' to the west margin of Bridge Street; thence along said west margin, S 00°16'00" W 35.00'; thence S 88°26'36" W 270.80' to the point of beginning, containing 19,066.94 square feet.

LEGAL DESCRIPTION FOR PARCEL No. 3

A parcel of land situated in the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 7, South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of Pine Street which is 668 feet east of the west line of said northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30; thence N 00°09'49" E 114.85' to an iron rod found; thence N 89°33'35" E 279.69' to an iron rod found on the west margin of Bridge Street; thence along said west margin, N 00°16'00" E 35.00' to the point of beginning; thence further along said west margin, N 00°16'00" E 88.63'; thence S 88°26'36" W 150.80'; thence S 00°16'16" W 85.69'; thence N 89°33'35" E 150.74' to the point of beginning, containing 13,136.84 square feet.

LEGAL DESCRIPTION FOR PARCEL No. 4

A parcel of land situated in the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 7, South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of Pine Street which is 668 feet east of the west line of said northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, thence N 00°09'49" E 114.85' to an iron rod found at the point of beginning; thence N 00°16'16" E 118.18'; thence N 88°26'36" E 129.00'; thence S 00°16'16" W 85.69'; thence N 89°33'35" E 150.74' to the west margin of Bridge Street; thence along said west margin, S 00°16'00" W 35.00' to an iron rod found; thence S 89°33'35" W 279.69' to the point of beginning, containing 20,675.17 square feet.

SEE ATTACHED SURVEY BY CLIFFORD S. CROSBY DATED 01/01/01.

You are hereby advised to investigate and determine the allowable uses as provided by the restrictive covenant, if any, which effect the subject property. Further, 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 servants, and/or employees concerning the petition for subdivision of the real property described herein.

INDEXING INSTRUCTIONS:

A parcel of land situated in the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 7, South, Range 10 West, City of Gulfport, Harrison County, Mississippi.

Recified and Approved

Judy Wentworth Judy Wentworth
Petitioner

This the 29th day of January, 2001.

ACKNOWLEDGE

Before me, the undersigned, authority in and for the State of Mississippi, County Harrison, personally appeared the forenamed Judy L. Wentworth who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Cecelia T. McCaffray
NOTARY PUBLIC

My Commission Expires: My Commission Expires June 21, 2004

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 29th day of January, 2001.

D. P. DeNicola George Carbo
D. P. DeNicola, Chairman George Carbo
Gulfport City Planning Commission Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the 6th day of February, 2001.

ATTEST:

ADOPT

Ornel Peterson
CLERK OF THE COUNCIL

Jimmy Jackson
PRESIDENT

The above and foregoing Certificate of Resubdivision, having been submitted and approved by the Mayor, this the 7th day of February, 2001.

Bob Short
BOB SHORT, MAYOR

Prepared by:

Urban Development Planning Division
1410 24th Avenue, Room 206
Gulfport, MS 39501
(228) 868-5710

HGPT_PLANNING\BARBER\0101PC014 CERT OF RESUB.DOC



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
WJZD, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	629311
Status:	Good Standing
Effective Date:	04/22/1996
State of Incorporation:	Mississippi
Principal Office Address:	10211 Southpark Dr. GULFPORT, MS 39503

Registered Agent

Name
STANLEY DANIELS
10211 SOUTHPARK DRIVE, P O BOX 6216
GULFPORT, MS 39506

Officers & Directors

Name	Title
Stanely Daniels 10211 Southpark Dr Po Box 6216, P O Box 6216 Gulfport, MS 39506	Incorporator
Tabari Daniels 1331 Magnolia Gulfport, MS 39506	Incorporator
Stanley Daniels PO Box 6216 Gulfport, MS 39506	Director, President
Tabari Daniels 10211 Southpark Dr. Gulfport, MS 39503	Vice President
Michael Daniels 557 Commerce St	Secretary, Treasurer

PERMITS/INSP PAYMENT RECPT#: 11264080
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/03/22 TIME: 16:25
CLERK: mcummingh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00
AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
REFERENCE: 1225

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00



WJZD 94.5 FM
P.O. Box 6216
Gulfport, MS 39506
office: (228) 896-5307 • fax: (228) 896-5703

WHEREAS, WJZD Inc is determined to grant signing and authority to certain person(s) described hereunder.

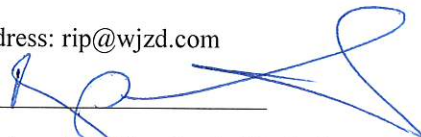
RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of WJZD Inc, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Stanley "Rip" Daniels

Position/Title: CEO

Telephone Number: 228-896-5307

Email Address: rip@wjzd.com

Signature: 

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of WJZD Inc, a corporation duly conformed pursuant to the laws of the state of Mississippi, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of WJZD Inc on 6/16, 2022.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.



Title Sec

State of Mississippi

County of Harrison

On the 16th day of June in the year 2022 before me, the undersigned notary public, personally appeared Michael Daniels, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

My Commission Expires: July 12, 2023



WWW.WJZD.COM

e-mail: INFO@WJZD.COM

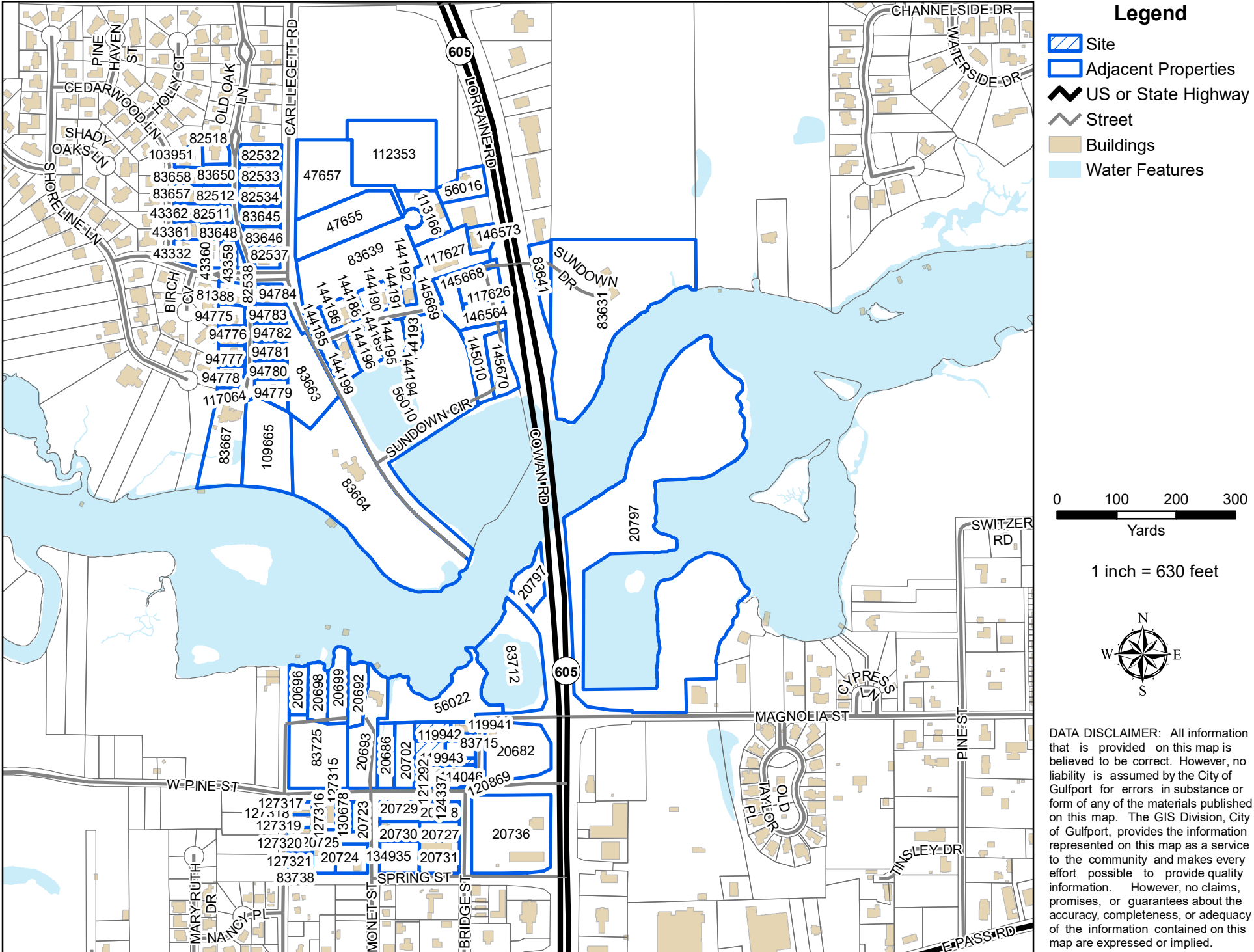
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	119943	1010E-01-010.004	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N	119942	1010E-01-010.003	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N			Adjacent Property Owners				
	113166	1010D-01-009.002	5P EXEQUY HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	83639	1010D-01-004.000	5P EXEQUY HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	47657	1010D-01-002.000	5P EXEQUY HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	47655	1010D-01-003.000	5P EXEQUY HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	112353	1010D-01-009.001	5P EXEQUY HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
	146573	1010D-01-009.009	9P HOLDING INC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	56010	1010D-01-007.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	144191	1010D-01-005.007	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	117626	1010D-01-008.001	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	145668	1010D-01-008.003	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	146564	1010D-01-008.006	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	56016	1010D-01-009.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
	20686	1010E-01-012.000	ANDREWS EMILY ANN BINGHAM	1204 W PINE ST	GULFPORT	MS	39507
	94775	1010D-03-003.004	BAUGHMAN ROBERT DAVID & LAURIE V	15 OLD OAK LN	GULFPORT	MS	39503
	82532	1010D-02-001.007	BERTUCCI CAROL FERGUSON	30 OLD OAK LANE	GULFPORT	MS	39503
	144190	1010D-01-005.006	BLAKENEY STEVEN P	8764 SUNDOWN LN	GULFPORT	MS	39503
	83631	1010C-01-003.000	BOND MARGARET K REV TRUST	11272 SUNDOWN DR	GULFPORT	MS	39503
	83657	1010D-02-003.000	BOURGEOIS LAWRENCE P JR & LESLIE	8 CEDARWOOD LN	GULFPORT	MS	39503
	83648	1010D-02-001.015	BYRD BRETT C & LINDSEY F	21 OLD OAK LANE	GULFPORT	MS	39503
	94777	1010D-03-003.006	CROCKETT JUSTIN L & CHERISH B	11 OLD OAK LN	GULFPORT	MS	39503
	127316	1010E-02-014.002	CUEVAS HEATH	323 E SECOND ST	LONG BEACH	MS	39560
	20730	1010E-02-009.000	CUTRER SAMUEL E	P O BOX 7265	GULFPORT	MS	39507
	114046	1010E-01-010.001	DANIELS RIP MICHAEL	1230 W PINE ST	GULFPORT	MS	39507
	20696	1010E-01-018.000	DAVIS SHERMON F & NANCY P EDENFIELD	P O BOX 1436	WIGGONS	MS	39466
	20736	1010E-02-001.000	DEDEAUX UTILITY CO INC	1317 24TH AVE SUITE C	GULFPORT	MS	39501
	20728	1010E-02-006.000	DEFIBAUGH BEN	1123 BRIDGE ST	GULFPORT	MS	39501
	94784	1010D-03-003.013	DELCAMBRE PAUL J JR & CHARLOTTE	18 OLD OAK LN	GULFPORT	MS	39503
	20699	1010E-01-016.000	DISMORE MATTHEW B	1119 MAGNOLIA STREET	GULFPORT	MS	39507
	83738	1010E-02-014.000	DUET CHRIS	633 ANALII ST	DIAMONDHEAD	MS	39525
	127318	1010E-02-014.004	DUET CHRISTOPHER	633 ANALII ST	DIAMONDHEAD	MS	39525
N	127319	1010E-02-014.005	DUET CHRISTOPHER	633 ANALII ST	DIAMONDHEAD	MS	39525
	43361	1010D-02-002.002	EDWARDS REGINA GANDOUR-TRUSTEE-	1656 8TH AVE	SACRAMENTO	CA	95818
N	43362	1010D-02-002.003	EDWARDS REGINA GANDOUR -TRUSTEE-	1656 8TH AVE	SACRAMENTO	CA	95818

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83641	1010D-01-008.000	ELLIS GEORGE MICHAEL C/O MARGARET BO	11272 SUNDOWN DR	GULFPORT	MS	39503
	20693	1010E-01-014.000	FAULK E WARD & CECIL C	1300 MONET ST	GULFPORT	MS	39507
	83645	1010D-02-001.010	FAVROT WILLIAM E	24 OLD OAK LANE	GULFPORT	MS	39503
N	83663	1010D-03-001.000	GULFPORT CITY OF	C/O HANDSBORO CEMETERY			0
N	120869	1010E-01-010.008	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	20725	1010E-02-012.000	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	20692	1010E-01-015.000	HAMILTON BETTY LOU	1125 MAGNOLIA DR	GULFPORT	MS	39501
	20731	1010E-02-008.000	HAMMOND HOLDINGS LLC	P O BOX 990	MONTROSE	AL	36559
	20702	1010E-01-011.000	HANSBORO YACHT CLUB LLC	P O BOX 29	GULFPORT	MS	39502
	94781	1010D-03-003.010	HARRAL MARJORIE V	12 OLD OAK LN	GULFPORT	MS	39503
	83725	1010E-01-019.000	HIGHTOWER JOHN C	1119 MAGNOLIA ST	GULFPORT	MS	39507
	144186	1010D-01-005.002	HULETT JAMES J	18457 ROBINSON ROAD	GULFPORT	MS	39503
	56022	1010E-01-003.000	IG DEVELOPMENT LLC	9591 BAYOU BEND	GULFPORT	MS	39503
	20723	1010E-02-011.000	JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507
	43332	1010D-02-002.001	JURASZEK AMBER SUE & STEVEN JAMES	10 BAYOU OAKS LN	GULFPORT	MS	39503
	145670	1010D-01-008.004	KELSPIN HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
	82533	1010D-02-001.008	KENERLY PATRICK B & GRACE M	28 OLD OAK LANE	GULFPORT	MS	39503
	94779	1010D-03-003.008	LADNER CHRISTOPHER G & SHARON K	8 OLD OAK LN	GULFPORT	MS	39503
	103951	1010D-02-003.002	LADNER DALE S & ANN B	12 CEDARWOOD LN	GULFPORT	MS	39503
	144188	1010D-01-005.004	LEACH ROBERT & GERARDINE J FRANS	8776 SUNDOWN LANE	GULFPORT	MS	39503
	43360	1010D-02-002.000	LETONOFF ERIC JUDE & AMANDA LOUISE	8 BAYOU OAKS LN	GULFPORT	MS	39503
	20724	1010E-02-013.000	LIZANA ANGELYN K M & OREN -TRUSTEES	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
	20682	1010E-01-006.000	MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
N	83712	1010E-01-002.000	MAGNOLIA PLEX LLC	1414 25TH AVE	GULFPORT	MS	39501
	130678	1010E-02-011.001	MARONEY TIMOTHY P ETAL	1200 COUNTRY CLUB RD	GLADWYNE	PA	19035
	121292	1010E-01-010.005	MARSHALL ELIZABETH & JON BERRY ETAL	16 RIVERS BEND DR	GULFPORT	MS	39507
	83664	1010D-03-002.000	MAVAR GERALD MICHAEL SR & DIANNE	8001 CARL LEGETT RD	GULFPORT	MS	39503
	83658	1010D-02-003.001	MCCABE MATTHEW & MORGAN	10 CEDARWOOD LANE	GULFPORT	MS	39507
	83650	1010D-02-001.018	MCCABE MICHAEL C & CYNTHIA B	27 OLD OAK LN	GULFPORT	MS	39507
	144185	1010D-01-005.001	MCMAHON JAMES R & LAURA K	8794 SUNDOWN LANE	GULFPORT	MS	39507
	144199	1010D-01-005.015	MURRAY JOHN M	2916 CONWAY DR	BATON ROUGE	LA	70809
	83646	1010D-02-001.011	NEWTON PAUL M JR & VIRGINIA S	22 OLD OAK LN	GULFPORT	MS	39503
	20727	1010E-02-007.000	PETERS STEVEN D	37 COMPASS POINT WAY S #425	INLET BEACH	FL	32461
	20729	1010E-02-010.000	PETTEY WILLIAM H JR	P O BOX 1326	GULFPORT	MS	39502
	94776	1010D-03-003.005	PLOTT ERIC V & KATHRYN K	5323 DANCING RABBIT RD	MERIDIAN	MS	39301
	94778	1010D-03-003.007	POKALLUS KEVIN L & FELECIA A	#9 OLD OAK LN	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	43359	1010D-02-001.014	PRINGLE MATTHEW WILLIAM & SHAYLAH L	6 BAYOU OAKS LANE	GULFPORT	MS	39503
N	82538	1010D-02-001.013	PRINGLE MATTHEW WILLIAM & SHAYLAH L	6 BAYOU OAKS LANE	GULFPORT	MS	39503
	145669	1010D-01-008.005	PUCHEU JACQUES HENRI	12152 KENCREST DR	GULFPORT	MS	39503
	117627	1010D-01-009.004	RENAISSANCE INVESTMENTS LLC	8917 LORRAINE RD	GULFPORT	MS	39503
	144193	1010D-01-005.009	RILEY J KEVIN	3125 25TH AVE	GULFPORT	MS	39501
N	144194	1010D-01-005.010	RILEY J KEVIN	3125 25TH AVE	GULFPORT	MS	39501
	144189	1010D-01-005.005	ROBERTSON RONALD WADE JR & AIMEE	406 CARIBE PLACE N	GULFPORT	MS	39507
	82518	1010D-02-001.019	ROSS-FIELD DIANE E DR	29 OLD OAK LN	GULFPORT	MS	39501
	144195	1010D-01-005.011	RUIZ LEE D & HALEY	8769 SUNDOWN LN	GULFPORT	MS	39507
	20698	1010E-01-017.000	SCHLOEGEL MICHAEL J & ASHELY D	1113 MAGNOLIA ST	GULFPORT	MS	39507
	82511	1010D-02-001.016	SMITH JAMES ATTISON & ALYSON MARIE	23 OLD OAK LANE	GULFPORT	MS	39503
	82534	1010D-02-001.009	SMITH SYDNEY A	26 OLD OAK LN	GULFPORT	MS	39501
	145010	1010D-01-008.002	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
	134935	1010E-02-008.001	SPRINGBRIDGE PROPERTIES II LLC	2304 19TH ST	GULFPORT	MS	39501
	144196	1010D-01-005.012	STAFFORD DONALD & DEE ANN	8775 SUNDOWN LN	GULFPORT	MS	39503
	82512	1010D-02-001.017	STEWART JENNIFER RATCLIFF & RICHARD	25 OLD OAK LN	GULFPORT	MS	39503
	81388	1010D-03-003.001	VLAHOS KOSTA N & KALLY	5 BAYOU OAKS LN	GULFPORT	MS	39503
	82537	1010D-02-001.012	WALKER BRETT E & JESSICA K	20 OLD OAK LANE	GULFPORT	MS	39503
	94780	1010D-03-003.009	WEBB JAMES P & SANDRA B	10 OLD OAK LN	GULFPORT	MS	39503
	20797	1010F-01-021.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
	124337	1010E-01-010.006	WENTWORTH JUDY	1226 W PINE ST	GULFPORT	MS	39507
	94782	1010D-03-003.011	WESSON LISA D	14 OLD OAK LANE	GULFPORT	MS	39503
	127320	1010E-02-014.006	WEST PINE APARTMENTS LLC	1106 WASHINGTON AVE UNIT B	GULFPORT	MS	39507
N	127321	1010E-02-014.007	WEST PINE APARTMENTS LLC	1106 WASHINGTON AVE UNIT B	GULFPORT	MS	39507
N	127317	1010E-02-014.003	WEST PINE APARTMENTS LLC	1106 WASHINGTON AVE UNIT B	GULFPORT	MS	39507
N	127315	1010E-02-014.001	WEST PINE APARTMENTS LLC	1106 WASHINGTON AVE UNIT B	GULFPORT	MS	39507
	109665	1010D-03-003.014	WILEM FRANK J JR & MARY C	7 OLD OAK LN	GULFPORT	MS	39503
N	117064	1010D-03-003.029	WILEM FRANK J JR & MARY C	#7 OLD OAK LANE	GULFPORT	MS	39503
N	83667	1010D-03-003.003	WILEM FRANK J JR & MARY C	7 OLD OAK LN	GULFPORT	MS	39503
	94783	1010D-03-003.012	WILSON PERRY J & KELLI M	16 OLD OAK LANE	GULFPORT	MS	39503
N	119941	1010E-01-010.002	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N	83715	1010E-01-010.000	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
	144192	1010D-01-005.008	YOUNG STEPHANIE H & DAVID M	8752 SUNDOWN LN	GULFPORT	MS	39503

2206PC117

Zoning Map Amendment



THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 08071-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

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 _____, 2022, 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 T4+ (GENERAL URBAN ZONE “PLUS”) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 1010E-01-010.003 and 1010E-01-010.004, which is generally described as being located North of and adjacent to Magnolia Street, South of and adjacent to Bernard Bayou, East of and adjacent to Cowan Road, and West of Pine Street, should be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2206PC117; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel numbers 1010E-01-010.003 and 1010E-01-010.004 is legally described as:

A parcel of land situated in the northeast 1/4 of the southwest 1/4 of Section 30, Township 7 South, range 10 West, City of Gulfport, Harrison County Mississippi, and being more particularly described as follows:

Commencing at an iron rod found on the north margin of Pine Street which is 668 feet east of the west line of said northeast 1/4 of the southwest 1/4 of Section 30; thence N 00 degrees 09'49" E 114.85' to an iron rod found at the point of beginning; thence N 00 degrees 16'16" E 213.18' to an iron rod found; thence N 88 degrees 26'36" E 279.79' to the west margin of Bridge Street; thence along said west margin S 00 degrees 16'00" W 218.63' to an iron rod found; thence S 89 degrees 33'35" W 279.69' to the point of beginning, containing 1,386 acres.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning Tax Parcel Nos. 1010E-01-010.003 and 1010E-01-010.004 from its present zoning classification of T3 (Sub-Urban Zone) district to T4+ (General Urban "Plus") district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

2206PC117

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 10. Zoning Map Amendment 2206PC117

2 MS. WELCH: Zoning Map Amendment Case Number
3 117 has been duly and timely noticed as required by law.
4 The applicant requests to rezone from T3 sub-urban zone to
5 T4+ general urban zone plus Magnolia Street, Ward 4. A copy
6 of the packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you. And just for
8 clarification, this is one that was moved, so we're looking
9 at PC 117 on this case.

10 Is someone here to speak for the request?

11 MR. DANIELS: Rip Daniels, 557 Commerce
12 Street.

13 What Garlon said.

14 MR. WILLIAMS: Any questions?

15 All right. Thank you, sir. If something
16 comes up we'll bring you back up.

17 Anyone else here to speak for this request?

18 Anyone here to speak against the request?

19 All right. Commissioners, any questions? Or
20 a motion, please.

21 MR. DAIGLE: Motion to approve Case
22 2206PC117. It does not need to be contingent, correct?

23 MR. WILLIAMS: That one doesn't, yeah,
24 because the other two are contingent.

25 All right. Do we have a second?

1 MR. JONES: Second.

2 MR. WILLIAMS: Got a motion and a second.

3 Any further discussion? All those in favor signify by
4 saying aye. Any opposed?

5 All right. The case has been approved.

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: **Zoning Map Amendment 2206PC118:**

Zoning Map Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 13, 2022

Re: Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Elliott

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Garlon Pemberton

Speaking against the Petition: None

On June 23, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 2, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2206PC118

Hearing Date: June 23, 2022

Current Zoning/Use: T3 / Vacant

Legal: Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

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 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.

The applicant requests to rezone approximately 8,464 square feet of property from T3 (Sub-Urban zone) to a T4+ (General Urban Zone "Plus") zone. Currently, the property is vacant after the removal of the residential structure on site. This rezoning request is one of five to complete the block on the northeast side of West Pine Street and Monet Street. As the property is not large enough for a new district, to be rezoned to T4+ case 2206PC117 must be approved for this application to proceed under the current request. The applicant further states that "they would like to help create a much more natural transition when stepping down in zoning to be going from T4+ to T4L then to a T3 zoning district." However, the statement made by the applicant is incorrect when referring to the stepping down of the zoning district, due to T4+ zoning district is actually two tiers higher than the T3 zoning district, one could anticipate more intense uses abutting single-family homes. Rezoning to a T4L (General Urban Zone "Limited") would be a step down from the T3 zoning district.

The applicant has chosen character of the neighborhood has changed as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.

Technical Report

Zoning Map Amendment

2. Change of the character of the neighborhood is addressed by the applicant stating that prior to 2017 Cowan and West Pine really had little to no growth. Since then they have been multiple businesses coming in and now more demand. Since 2017, just on the South West Side of the Cowan Bridge we have the following either completed or in progress are Dominos, Memorial Clinic, Paper Moon in The Yoga Bar, Qdoba, Woody's, Chilville Ice Cream, and newly approved condominiums. If the property was rezoned as residential mixed use, the potential to increase the growth of the surrounding area is exponential.
3. Statistics showing a public need as stated by the applicant, "Looking back on the last 12 months we have on housing inventory homes are selling faster than they can be built. Inventory is at an all-time low with a continued sign of growth in our communities from all over." "The proposed new development will help contribute to providing this need with high quality and planned area development. The applicant further states that they will not put something in place that will later be an eye sore."

EXECUTIVE SUMMARY

The rezoning of this particular location, to rezone property from T-3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus") (Mixed use) would be in harmony with the commercial and residential nature of the surrounding area. The T4+ zoning district would still allow for residential use as well as some commercial uses as well.

A site visit was conducted by staff on June 14, 2022 and found a growing use of residential and light commercial in the immediate surrounding area. Currently, there are mixed uses in the area such as single-family, duplexes, newly approved condominiums, restaurants, Gulf Coast Pediatrics, Sibery, Pitre & Friedman Law Firm, and Stifel Investment Services.

However, the future plan of the City's growth indicated medium density residential was intended to be the future of this area. Since then we have seen SmartCode and then hybrid code come to the area. Meanwhile, the city has this growth along the 605 corridor and the extra development pressure that comes with it.

With the proposed change, allowing for anything permitted within the district, and T4+ is two tiers higher than T3, one could anticipate more intense uses abutting single-family homes. These include but are not limited to Orthopedic Brace or Artificial limb manufacture, Parking lot, water and sewage pumping station, auto part store, seafood store, and fix it shops including small appliance repairs, car audio and window tinting which would be intrusive to the existing single-family uses once approved.

The Planning Commission could consider a lesser zoning if so desired. A T4L (General Urban Zone "Limited") is within the realm of the advertisement and potential compromise to adjoining uses.

Any approval should consider these conditions:

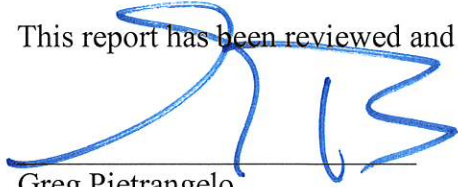
1. Approval would allow property to be rezoned from T3 zoning district to T4+ zoning district.

Technical Report

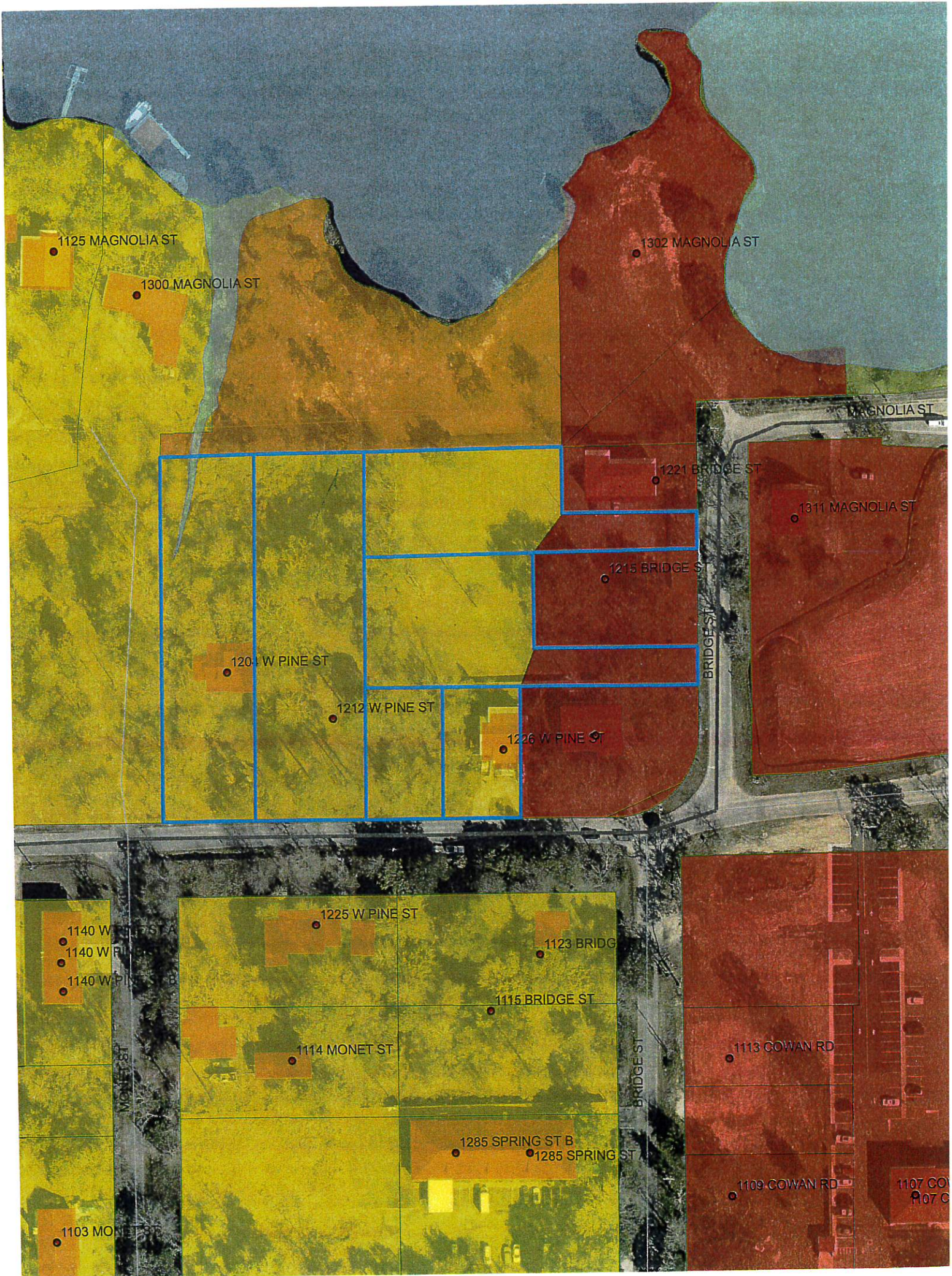
Zoning Map Amendment

DIRECTOR APPROVAL

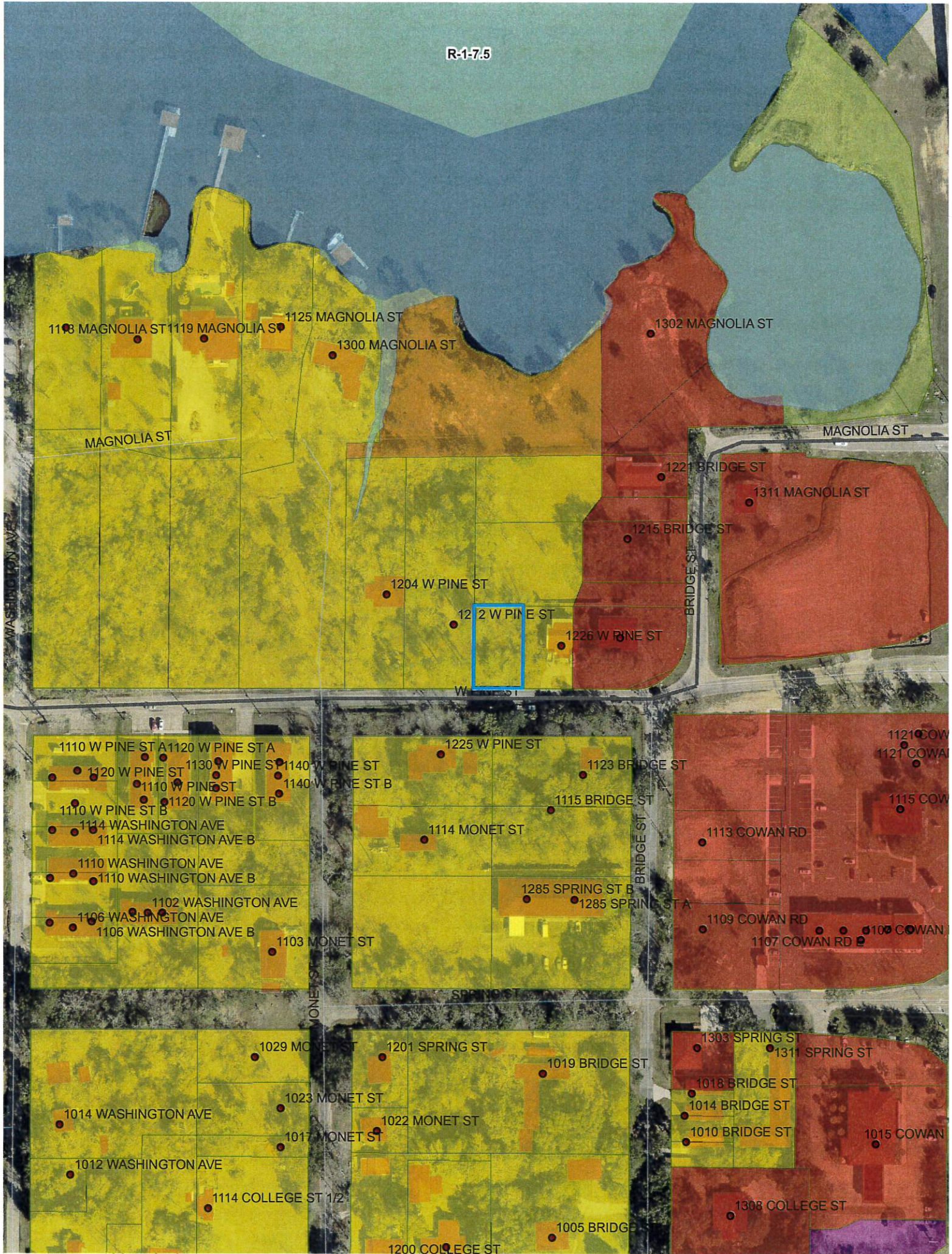
This report has been reviewed and approved by:

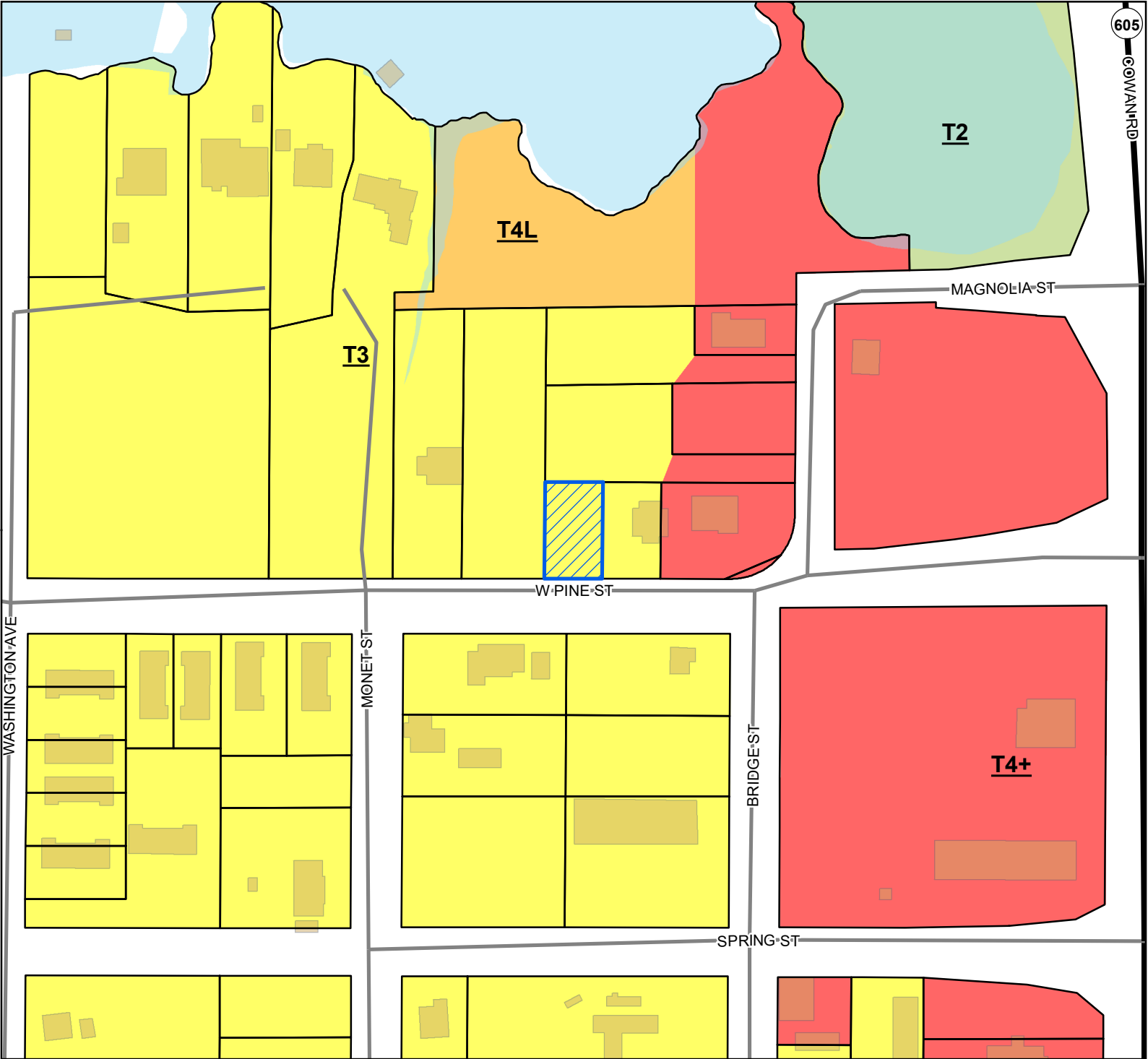


Greg Pietrangelo
Director of Urban Development Department



R-1-7.5





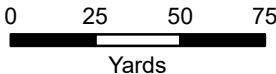
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Smart Code

- T4+
- T4L
- T3
- T2

Site Information

1010E-01-010.005
Zoning: T3 (Sub-urban Zone)
Size: 8,464 sqft.
Flood: AE



1 inch = 170 feet



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



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

For Staff Use Only

Case File #: 2206PC/18Date Received: 5-3-22

Receipt #: _____

Received By: D2

Zoning: _____

Ward: _____ Flood: _____

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

Property Information

TAX PARCEL #

1	0	1	0	E

 -

0	1

 -

0	1	0

 .

0	0	5

(If necessary, use separate sheet of paper)

Address of Property Involved: TBD

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

General Location: ABOUT 150' WEST OF BRIDGE STREET, NORTH SIDE PINE

GENERAL DESCRIPTION OF REQUEST:

CHANGE ZONING OF PROPERTY FROM T3 TO T4+

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

Elizabeth Marshall
Printed Name Of Owner
16 Rivers Bend Dr
Mailing Address
Gulfport MS 39507
City State Zip code
228-697-7105
Home Phone Work/Cell Phone
marshallbetty91@gmail.com
Email
Elizabeth Marshall
Signature Of Owner

AGENT

GARION PEMBERTON
Printed Name Of Agent
9591 South Bayou Bend Dr
Mailing Address
Gulfport MS 39503
City State Zip code
228-324-2366
Home Phone Work/Cell Phone
lgtruckgroup@gmail.com
Email
L.P.S.
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.

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

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

NAME OF OWNER (PRINT) Catherine R. Slaughter

ADDRESS (STREET, CITY, STATE, ZIP CODE) 17 Kimball Drive

PHONE # (H) 228-896-5856 (W) _____

TAX PARCEL NUMBER(S) OWNED 1010E-01-010.005

SIGNATURE: Catherine R Slaughter

NAME OF OWNER (PRINT) Jon Barry Marshall

ADDRESS (STREET, CITY, STATE, ZIP CODE) 11600 Stanton Circle Gulfport MS 39503

PHONE # (H) 228-604-2184 (W) _____

TAX PARCEL NUMBER(S) OWNED 1010E-01-010.005

SIGNATURE: Jon Barry Marshall

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

We are looking to change zoning of parcel # 1010E-01-010.005: from T3 to T4L to help in the cleaning up and removing spot zoning. Again if the other parcels in question before us today get approved this will help complete a much more natural transition when stepping down in zoning to be going from T4+ to T4L then to a T3. In addition, I am also seeing the character of the neighborhood is continually changing and gaining momentum which is becoming a great area for the city.

1. Maps showing the circumstances of the area and change/progress
 - a. See Images 2017, 2020, Current April 2022
2. Changes In the neighborhood
 - a. Prior to 2017 Cowan and West Pine really had little to no growth. Since then we have seen multiple business coming in and now more demand. Since 2017 just on the South West Side of the Cowan Bridge we have the following either completed or in progress:
 - i. Dominos
 - ii. Memorial
 - iii. Paper Moon
 - iv. The Yoga Bar
 - v. Qdoba
 - vi. Office Complex
 - vii. Woody's
 - viii. Chilville Ice Cream
 - ix. Condo Building #1
 1. 21 Residential units with 16 presold prior to construction
 2. 2 Commercial units with both presold. (Brick and Spoon, VanKirk Wealth)
3. Statistics showing a public need
 - a. Looking back on last 12 months we have on housing inventory homes are selling faster than they can be built. Inventory is at an all time low with a continued sign of growth in our communities from all over. Our proposed continued new development will help contribute to providing this need with high quality and planned area development not just putting something in place that will later be an eye sore.
4. Maps/Change in recent rezoning in the area
 - a. Parcel 1010E-01-003.00 was recently rezoned from T4+ / T3 now to T4+/T4L
 - b. Parcel 1010F-01-021.00 was recently rezoned from T5 to now T6
5. Same answer for number 2 applies here also

Development Schedule:

- There is no current development schedule at this time. Upon receiving change in zoning a development schedule will be put together and submitted to the city.

Effect of Amendment:

- Currently with this 1 parcel in this application and the 5 other parcels to the North, East and West side (separate applications) you will notice that we are cleaning up the current zoning in the area to have a smooth transition of the property lines and working to remove multiple zoning on single parcels. There is a canal that comes from Benard Bayou all the way to West Pine Street that will be separating the proposed T4L and the property zoned T3 directly to the west. This natural water way feels like a good transition between zoning. This allows zoning to have proper decrease from T4+, to T4L, to T3 vs going from T4+ straight to T3.

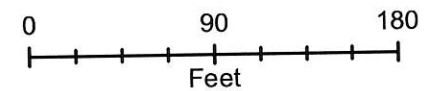
Error

- We not proposing that there was necessarily an error in zoning for these parcels. However, we are seeing a growing demand and a continued change in character of the area.

[illegible]

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

MAP DATE: April 29, 2022



RECORD DESCRIPTION FOR PARCEL NO. 5

BEGINNING AT AN IRON ROD FOUND ON THE NORTH MARGIN OF PINE STREET WHICH IS 668 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30; THENCE N00 09'49"E 114.85' TO AN IRON ROD FOUND; THENCE N89 33'35"E 65.30' TO AN IRON ROD; THENCE S00 09'49"W 114.89' TO AN IRON ROD LYING ON THE NORTH MARGIN OF PINE STREET; THENCE ALONG SAID NORTH MARGIN OF PINE STREET, S89 35'58"W 65.30' TO THE POINT OF BEGINNING, CONTAINING 7,500 SQUARE FEET.

CERTIFICATE: THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNY LENAZ ALSTON
PROFESSIONAL LAND SURVEYOR INC.
4602 KENDALL AVE.
GULFPORT, MS 39507
(228) 864-2645 VOICE AND FAX
NO. PLS-2529
STATE OF MISSISSIPPI



DATE OF FIELD SURVEY: 12/08/2004

This property is subject to all local subdivision planning and zoning ordinances that could affect the above described property.

This survey does not reflect the existence or nonexistence of wetlands.

This property is subject to any and all recorded restrictive covenants, rights-of-ways and easements applicable to subject property that^a would be shown by a current title report.

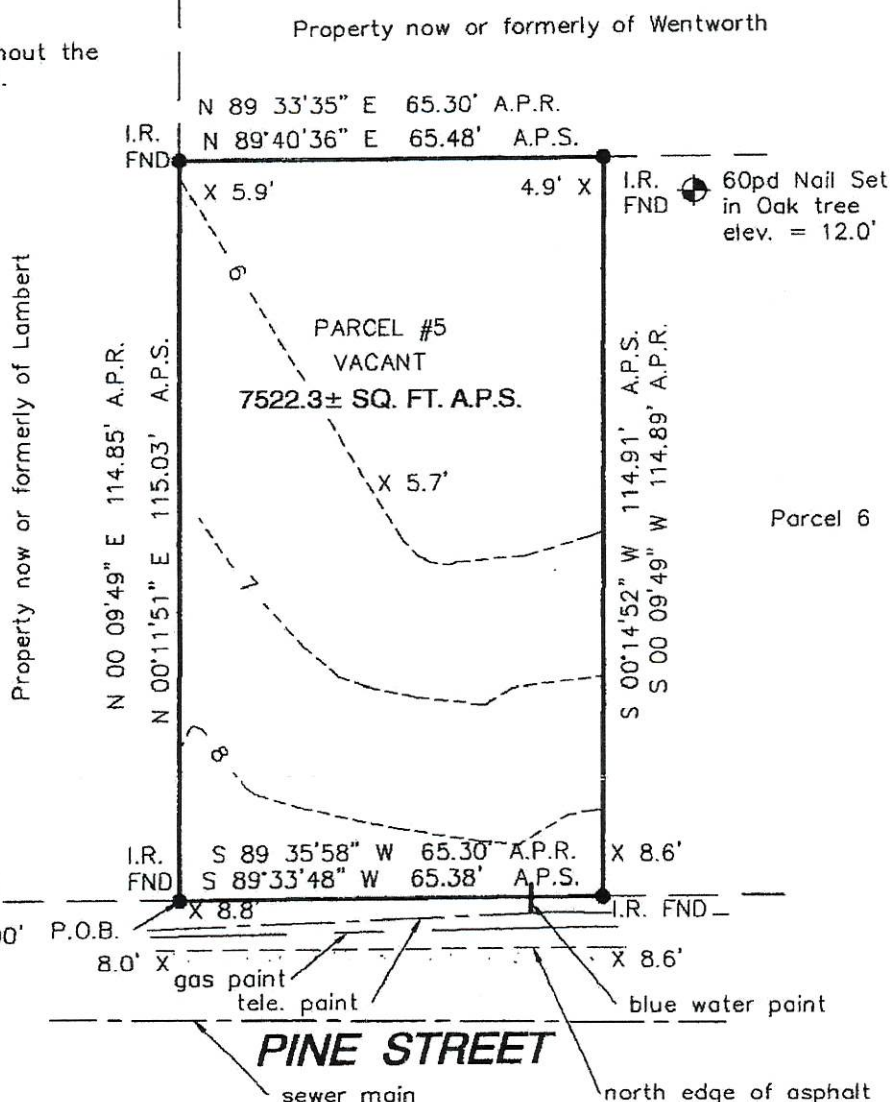
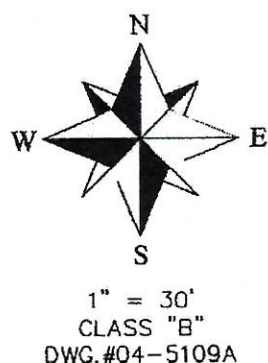
NOTE: This survey prepared without the benefit of a current title report.

The above described property lies in firm zone AE, community panel # 285253-0044-D of the F.E.M.A. flood zone maps revised October 4, 2002

All bearings on this plat were based on a solar observation by the hour-angle method.

X = Existing Elevation
A.P.S. = As Per Surveyed
A.P.R. = As Per Record

I.R. = Iron Rod I.P. = Iron Pipe



The West line of the N.E.1/4
of the S.W. 1/4 of Section 30,
T-7-S, R-10-W.

Gulfport Zoning Map



April 26, 2022

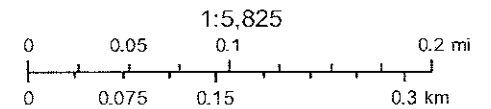
Streets
County Streets
<all other values>

Interstate Highway
Principal Arterial
Collector

Minor Arterial
Military
Address Points

Parcels
Buildings
Hybrid Zones

Hybrid
Wards



Quick Search Hot Sheet Contact Management My Messages Market Summary My Unmapped Add Listing Change Listing

Supply and Demand Report

For 4/26/2021 To 4/26/2022

Today's date: 4/26/2022

Price Range: 250,000 to 400,000

Property Type: Residential

Current Active Listings

Totals

Number	541
List Price Volume	175,005,825
List Price Average	323,486
Average Days on Market	44
Average Cumulative Days on Market	48

Total Sold

Number	6144
List Price Volume	1,919,615,119
List Price Average	312,437
Sale Price volume	1,907,969,213
Sale Price Average	310,542
Average Days on Market	24
Average Cumulative Days on Market	26

Under Contract Listings

Number	6,407
List Price Volume	2,005,818,437
List Price Average	313,067
Average Days on Market	22
Average Cumulative Days on Market	23

Back On Market Listings

Number	1,315
List Price Volume	410,805,783
List Price Average	312,400

Expired Listings

Number	398
List Price Volume	125,852,368
List Price Average	316,212
Average Days on Market	158
Average Cumulative Days on Market	164

Hold Withdrawn Cancelled Listings

Number	660
List Price Volume	211,726,339
List Price Average	320,797
Average Days on Market	73
Average Cumulative Days on Market	77

My Map



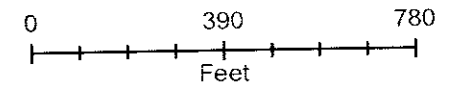
2020



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: April 26, 2022





2022



J. Henderson

1st Judicial District

Instrument 2005 16959 D -J1

Filed/Recorded 7 8 2005 1 54 P

Total Fees 12.00

2 Pages Recorded

Index Information:

NE 1/4 of SW 1/4 of Section 30, Township 7 South
Range 10 West, Harrison County, MS

SCANNED

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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 all of which is hereby acknowledged, the undersigned **MATTHEW LARMORE AND WIFE, FARRAH LARMORE**, do hereby sell, convey and warrant unto, **ELIZABETH MARSHALL, JON BARRY MARSHALL AND CATHERINE R. SLAUGHTER**, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and being situated in the First Judicial District of Harrison County, Mississippi, and more particularly described as follows, to-wit:

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi and being more particularly described as follows:

Beginning at an iron rod found on the North margin of Pine Street which is 668 feet East of the West line of said Northeast 1/4 of the Southwest 1/4 of Section 30; thence North 00 degrees 09 minutes 49 seconds East 114.85 feet to an iron rod found; thence North 89 degrees 33 minutes 35 seconds East 65.30 feet to an iron rod; thence South 00 degrees 09 minutes 49 seconds West 114.89 feet to an iron rod lying on the North margin of Pine Street; thence along said North margin of Pine Street, South 89 degrees 35 minutes 58 seconds West 65.30 feet to the Point of Beginning, containing 7,500 square feet.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals

246
WITNESS the signature of the above Grantors, this the 5th day of July, 2005.

Matthew Larmore
Matthew Larmore

Farrah Larmore
Farrah Larmore

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named MATTHEW LARMORE AND WIFE, FARRAH LARMORE, who acknowledged to and before me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 5th day of July, 2005.

Jennifer L. Taylor
Notary Public

My Commission Expires:

June 5, 2008

Prepared by:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn, P.A.
Post Office Box 7158
Gulfport, MS 39506
228-896-2900

Grantors Address:

413 Kahler Street #20
Gulfport, MS. 39507
(228) 239-6334

Grantees Address:

17 Rivers Bend Drive
Gulfport, MS 39507
(228) 896-7141

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAMO.M.B. No. 3067-0077
Expires December 31, 2005

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION		For Insurance Company Use:
BUILDING OWNER'S NAME L & L Contracting and Design LLC		Policy Number:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. Pine Street		Company NAIC Number
CITY Gulfport	STATE MS	ZIP CODE 39507
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Harrison County tax parcel #1010E-01-010.005 (Survey parcel #5)		
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) residential		
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ###" or ###.####)	HORIZONTAL DATUM: ☐ NAD 1927 ☐ NAD 1983	SOURCE: ☐ GPS (Type): ☐ USGS Quad Map ☒ Other: survey

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER City of Gulfport, 285253		B2. COUNTY NAME Harrison		B3. STATE MS	
B4. MAP AND PANEL NUMBER 285253-0044	B5. SUFFIX D	B6. FIRM INDEX DATE 10/04/2002	B7. FIRM PANEL EFFECTIVE/REVISED DATE 10/04/2002	B8. FLOOD ZONE(S) AE	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 11'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe):B11. Indicate the elevation datum used for the BFE in B9: ☐ NGVD 1929☐ NAVD 1988 ☒ Other (Describe): 1982B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, ARIA, ARAE, ARIA1-A30, ARAH, ARAO

Complete items C3-a-i below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.

Datum _____ Conversion/Comments

Elevation reference mark used yes Does the elevation reference mark used appear on the FIRM? ☐ Yes ☒ No

- ☐ a) Top of bottom floor (including basement or enclosure) 12. ± ft.(m)
☐ b) Top of next higher floor n/a. ft.(m)
☐ c) Bottom of lowest horizontal structural member (V zones only) n/a. ft.(m)
☐ d) Attached garage (top of slab) 12. ± ft.(m)
☐ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area) 12. ± ft.(m)
☐ f) Lowest adjacent (finished) grade (LAG) 4.9 ft.(m)
☐ g) Highest adjacent (finished) grade (HAG) 8.8 ft.(m)
☐ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade n/a
☐ i) Total area of all permanent openings (flood vents) in C3.h n/a sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.

I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.

I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME KENNY L. ALSTON

LICENSE NUMBER PLS-2529

TITLE PROFESSIONAL LAND SURVEYOR		COMPANY NAME KENNY L. ALSTON LAND SURVEYOR INC.	
ADDRESS 4602 KENDALL AVENUE	CITY GULFPORT	STATE MS	ZIP CODE 39507
SIGNATURE	DATE 12/08/2004	TELEPHONE 228-864-2645	

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. Pine Street			Policy Number
CITY Gulfport	STATE MS	ZIP CODE 39507	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

☐ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number __ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is __ ft.(m) __ in.(cm) ☐ above or ☐ below (check one) the highest adjacent grade. (Use natural grade, if available).

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is __ ft.(m) __ in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. The top of the platform of machinery and/or equipment servicing the building is __ ft.(m) __ in.(cm) ☐ above or ☐ below (check one) the highest adjacent grade. (Use natural grade, if available).

E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE	DATE	TELEPHONE	
COMMENTS			

☐ Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. ☐ The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

37. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

38. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____

39. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME	TITLE
COMMUNITY NAME	TELEPHONE
SIGNATURE	DATE
COMMENTS	

☐ Check here if attachments

Elizabeth Marshall
16 Rivers Bend Drive
Gulfport, MS 39507

April 29, 2022

City of Gulfport Planning Department
Attention: Greg Holmes
24th Ave, Hardy Building
Gulfport, MS 39501

Re: Variance request to Parcel ID 1010E-01-010.005.

Dear Greg,

Please be advised, Garland Pemberton shall act as Agent(s) on our behalf to the Planning & Zoning Board and City Council request for rezoning.

Attached: Warranty Deed

If you have any questions, please let me know.

Sincerely,



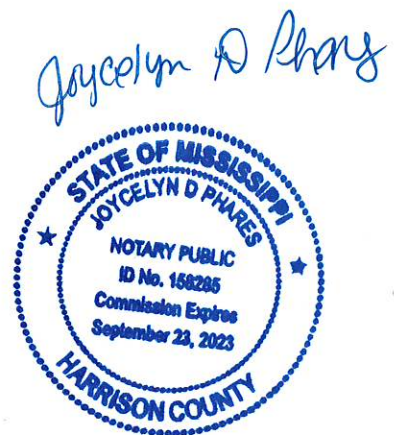
Elizabeth Marshall



Jon Barry Marshall



Catherine Slaughter





Tax Rolls - Real Property

2021 Landroll Information

MARSHALL ELIZABETH & JON BERRY ETAL
16 RIVERS BEND DR GULFPORT, MS 39507

Physical Street Address:
1215 BRIDGE ST

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
1010E-01-010.005	121292	2G		1

Supervisor District:	Subdivision:
2	

Exemption Code

Non-Exempt

Section	Township	Range
30	07	10

Instrument Number(s)

2005-0016959-D-J1, 1660/0455, 1352/0294

Acres	Land Value	Improvements	Total Value	Assessed Value
0	12402	0	12402	1860 1860.3 / 0

Legal Description

COM AT INTER OF N MAR OF PINE ST & E MAR OF WASHINGTON AVE EXT ELY ALONG PINE ST 633 FT M/L TO POB N 114.9 FT E 65.3 FT S 114.9 FT TO PINE ST W ALONG RD 65.3 FT TO POB PART OF NE1/4 OF SW1/4 OF SEC 30-7-10

PERMITS/INSP PAYMENT RCPT#: 11264078
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/03/22 TIME: 16:24
CLERK: mcunningh DEPT:
CUSTOMER#: 0

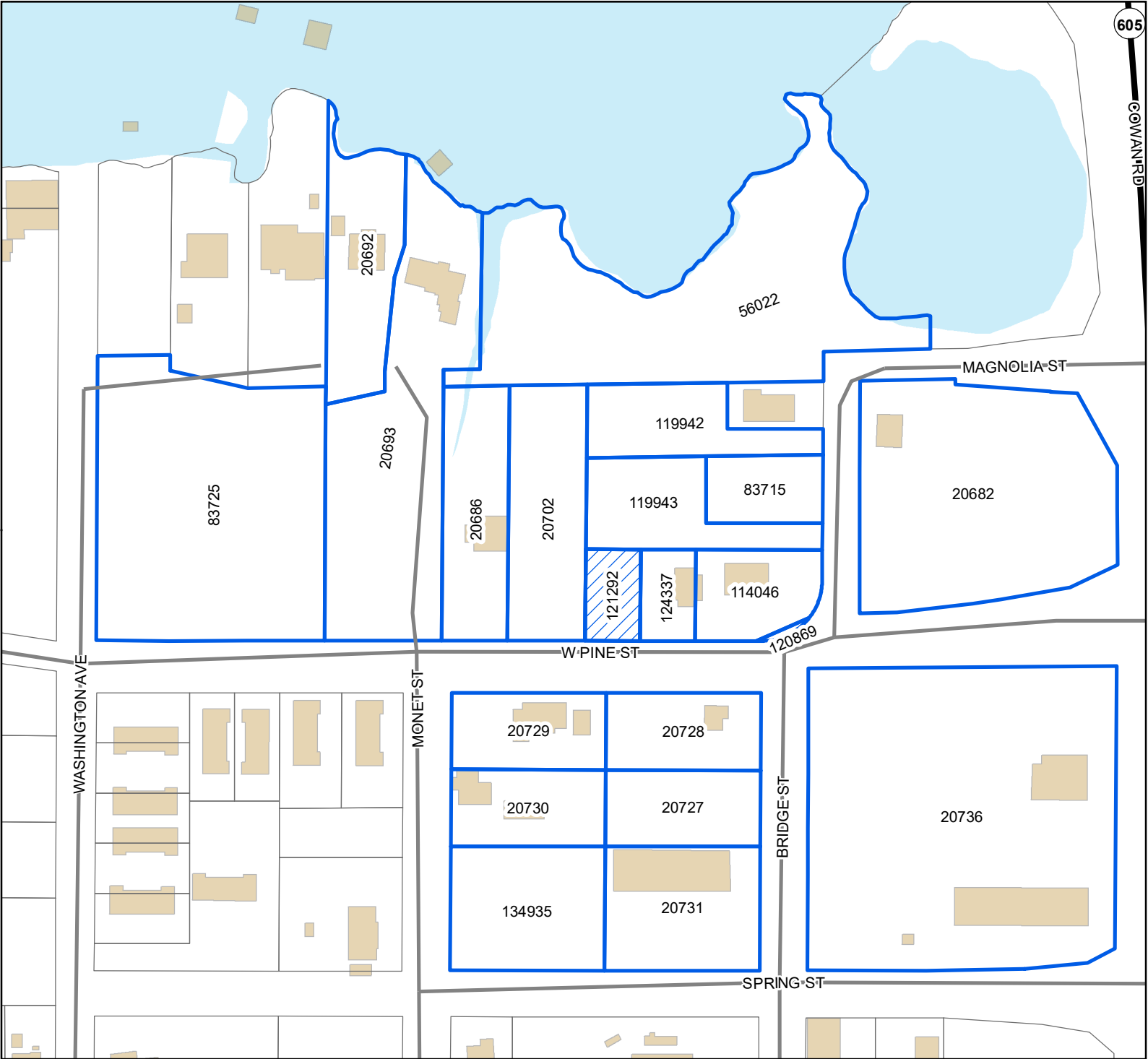
COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

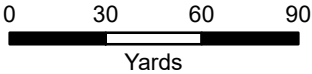
PAID BY:
PAYMENT METH: CHECK
REFERENCE: 1225

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00



Legend

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



1 inch = 180 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.

RE: Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

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, June 23, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, June 23, 2022**. 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
	121292	1010E-01-010.005	ELIZABETH MARSHALL	16 RIVERS BEND DR	GULFPORT	MS	39507
	121292	1010E-01-010.005	GARLON PEMBERTON	9591 SOUTH BAYOU BEND DR	GULFPORT	MS	39503
			JON BARRY MARSHALL	11600 STANTON CIRCLE	GULFPORT	MS	39503
			CATHERINE R. SLAUGHTER	17 KIMBALL DRIVE	GULFPORT	MS	39507
N			Adjacent Property Owners				
	20686	1010E-01-012.000	ANDREWS EMILY ANN BINGHAM	1204 W PINE ST	GULFPORT	MS	39507
	20730	1010E-02-009.000	CUTRER SAMUEL E	P O BOX 7265	GULFPORT	MS	39507
	114046	1010E-01-010.001	DANIELS RIP MICHAEL	1230 W PINE ST	GULFPORT	MS	39507
	20736	1010E-02-001.000	DEDEAUX UTILITY CO INC	1317 24TH AVE SUITE C	GULFPORT	MS	39501
	20728	1010E-02-006.000	DEFIBAUGH BEN	1123 BRIDGE ST	GULFPORT	MS	39501
	20693	1010E-01-014.000	FAULK E WARD & CECIL C	1300 MONET ST	GULFPORT	MS	39507
N	120869	1010E-01-010.008	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	20692	1010E-01-015.000	HAMILTON BETTY LOU	1125 MAGNOLIA DR	GULFPORT	MS	39501
	20731	1010E-02-008.000	HAMMOND HOLDINGS LLC	P O BOX 990	MONTROSE	AL	36559
	20702	1010E-01-011.000	HANSBORO YACHT CLUB LLC	P O BOX 29	GULFPORT	MS	39502
	83725	1010E-01-019.000	HIGHTOWER JOHN C	1119 MAGNOLIA ST	GULFPORT	MS	39507
	56022	1010E-01-003.000	IG DEVELOPMENT LLC	9591 BAYOU BEND	GULFPORT	MS	39503
	20682	1010E-01-006.000	MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
	20727	1010E-02-007.000	PETERS STEVEN D	37 COMPASS POINT WAY S #425	INLET BEACH	FL	32461
	20729	1010E-02-010.000	PETTEY WILLIAM H JR	P O BOX 1326	GULFPORT	MS	39502
	134935	1010E-02-008.001	SPRINGBRIDGE PROPERTIES II LLC	2304 19TH ST	GULFPORT	MS	39501
	124337	1010E-01-010.006	WENTWORTH JUDY	1226 W PINE ST	GULFPORT	MS	39507
	119943	1010E-01-010.004	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N	119942	1010E-01-010.003	WJZD INC	P O BOX 6216	GULFPORT	MS	39507
N	83715	1010E-01-010.000	WJZD INC	P O BOX 6216	GULFPORT	MS	39507

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 08071-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

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 _____, 2022, 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 T4+ (GENERAL URBAN ZONE “PLUS”) 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 1010E-01-010.005, which is generally described as being located North of and adjacent to West Pine Street, South of Magnolia Street, East of Washington Avenue, and West of Bridge Street, should be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2206PC118; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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 T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel number 1010E-01-010.005 is legally described as:

A parcel of land situated in part in the Northeast 1/4 of the Southwest 1/4, of Section 30, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Beginning at an iron rod found on the North margin of Pine Street which is 668 feet East of the West line of said Northeast 1/4 of the Southwest 1/4 Section 30; thence North 00 degrees 09 minutes 49 seconds East 114.85 feet to an iron rod

found, thence North 89 degrees 33 minutes 35 seconds East 65.30 feet to an iron rod; thence South 00 degrees 09 minutes 49 seconds West 114.89 feet to an iron rod lying on the North margin of Pine Street ; thence along said North margin of Pine Street, South 89 degrees 35 minutes 58 seconds West 65.30 feet to the Point of Beginning, containing 7,500 square feet.

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: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 1010E-01-010.005 from its present zoning classification of T3 (Sub-Urban Zone) district to T4+ (General Urban “Plus”) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

2206PC118

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 11. Zoning Map Amendment 2206PC118

2 MS. WELCH: Zoning Map Amendment Case Number
3 118 has been duly and timely noticed as required by law.

4 The applicant requests to rezone from T3 sub-urban zone to
5 T4+ general urban zone plus Pine Street, Ward 4. A copy of
6 the packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 And, again, for clarification. This is the
9 second case that was moved up, so we're looking at PC 118.

10 Anyone here to speak for this request?

11 MR. PEMBERTON: Garlon Pemberton, 9591 South
12 Bayou Bend Drive, Gulfport, Mississippi.

13 Just another formality.

14 MR. WILLIAMS: Any questions for Mr.
15 Pemberton?

16 All right. Thank you, sir.

17 MR. PEMBERTON: Thank you.

18 MR. WILLIAMS: Anyone else here to speak for
19 this case?

20 Anyone here to speak against the case?

21 Commissioners, questions? Or a motion.

22 MR. ELLIOT: Motion to approve Case
23 2206PC118.

24 MR. WILLIAMS: Do I have a second?

25 MR. JONES: Second.

1 MR. WILLIAMS: Got a motion and a second.

2 Any further discussion? All those in favor signify by

3 saying aye. Any opposed?

4 All right. The case has been approved.

5 Just real quick, y'all, not making light of
6 those cases, they could have been done a little bit easier
7 with all the applications coming together. We work hard as
8 commissioners up here. We've reviewed 438 pages of
9 information for the meeting tonight, so I apologize for the
10 little bit of levity on that one. But everybody knew what
11 was going to go on after the first one was approved.

12 So anyway, we take our cases seriously, and
13 we'll continue to do that.

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: June 23, 2022

Re: Text Amendment 2207PC128:

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2207PC128Date Received: 5/4/2022

Receipt #: _____

Received By: CLZoning: City Wide

Ward: _____ Flood: _____

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

Chart of permitted uses change request regarding liquor stores and/or free-standing lounges

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

City of Gulfport

Printed Name Of Owner

PO Box 1780

Mailing Address

GulfportMS39502

City

State

Zip code

228-868-5700

Home Phone

Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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

☐

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

54 Motion seeking proposed amendments to Section I of the City's Zoning Ordinance ("definitions") and to the "chart of permitted uses" in this Ordinance, with these proposed amendments to involve the following: (1) deletion/replacement of the definition of "free-standing lounge/tavern" in Section I; (2) deletion/replacement of the definition of "liquor store/package store" in Section I to state that this use is one "holding a valid 'package retailer's permit' as authorized by and described in state law (e.g., Miss. Code Ann. § 67-1-51, as amended); (3) modification/replacement of the text pertaining to "liquor store/package store" in the "chart of permitted uses" to state that such use "shall operate in compliance with Miss. Code Ann. § 67-1-51, as amended, and applicants must demonstrate and certify that they meet the distance requirements set forth in state law or adopted state regulations (e.g., Miss. Code Ann. § 67-1-51 (3), as amended)"; (4) modification/replacement of the text pertaining to "lounge" in the "chart of permitted uses" to state that "For consumption of alcoholic beverages on premises as accessory use only to hotel, motel or multiple-family dwelling containing fifty (50) units or more"; and (5) modifications/replacement of the text pertaining to "lounge" in the "chart of permitted uses" to state and refer to this classification as "lounge/tavern/bar/daquiri shop/nightclub.

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:**

IPL0075864

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.72

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 2, 2022 1:01:10 PM EDT

Amount:

60.72

SCHEDULE FOR AD NUMBER IPL00758640

June 8, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00758640**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 23, 2022 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 2206PC103, by owner Garlon Pemberton, tax parcels 1009L-03-010.000 & 1009L-03-009.000, Divide into six new parcels, TreeLawn St, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2206PC107, by owner GIN Investments, tax parcel 07111-02-111.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 801 36th Ave, Ward 2

Zoning Map Amendment 2206PC108, by owner IG Development, LLC, tax parcels 1010E-01-012.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1204 W Pine St, Ward 4

Zoning Map Amendment 2206PC109, by agent Garlon Pemberton, tax parcel 1010E-01-010.006, Request to rezone from T3 (Sub-Urban zone) to T4+ (General Urban Zone "Plus"), 1226 W Pine St, Ward 4

Planning Commission Approval 2206PC111, by owner Chandra Smith and Leonard McNair, tax parcel 08071-01-001.027, Requests home occupation for mobile phlebotomy use, 14060 Winchester Ln, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2206PC112, by owner Tina Harris, tax parcel 0808D-02-061.000, Requests home occupation for homemade crafts use, 15348 Parkwood Dr N, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2206PC115, by agent Joyce Unsworth, tax parcel 07100-02-038.000, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4628 28th St, Ward 1

Zoning Map Amendment 2206PC117, by owner WJZD, tax parcels 1010E-01-010.003 & 1010E-01-010.004, Requests to rezone from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), Magnolia St, Ward 4

Zoning Text Amendment 2206PC118, by agent Garlon Pemberton, tax parcel 1010E-01-010.005, Requests to rezone from T3 (Sub Urban zone) to T4+ (General Urban Zone "Plus"), Pine St, Ward 4

Zoning Map Amendment 2206PC119, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.001 & 0908C-01-001.001, Requests to rezone from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Music St, Ward 6

General Plan 2207PC126, by agent ArborSites, LLC, tax parcel 1010P-03-038.000, Approval of General Plan for a 177-lot and 9-outparcel subdivision (The Great Southern Subdivision), 2000 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2207PC128, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses – RETAIL AND WHOLESALE TRADE

This the 2nd day of June 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held the _____ day of _____, 2022.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION III DISTRICT REGULATIONS (K) CHART OF PERMITTED USES

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the text of the Comprehensive Zoning Ordinance, to add text amendments to the existing Comprehensive Zoning Ordinance. The case file number is 2207PC128.

In appendix A – Zoning, Section I Definitions, (B) Words and Phrases, should be amended to modify the definition for the phrase “Free-standing lounge/tavern.”

In Appendix A – Zoning, Chart of Permitted Uses, under retail wholesale trade, Free-standing lounge/tavern, the zones where Free-standing lounge/tavern are permitted should be modified and restrictions on location with within those zones should be implemented.

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

SECTION 1: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under Section I Definitions, (b) Words and Phrases delete a definition for free-standing lounge/tavern, as follows:

~~Free-standing lounge/tavern: Any building, structure, establishment, place, or premise in which alcoholic beverages of any type are offered for sale and/or for consumption on premises and not for resale and that is not connected with or part of another use except the secondary sale of prepared food or snacks. "Free-standing lounge" and "tavern" do not include restaurants where the principal business is serving food, nor do they include night clubs, dance halls, or package or liquor stores. "Free-standing lounges" and "taverns" shall satisfy, meet, and comply with the location and distance requirements set forth in the "chart of permitted uses" in appendix "A" to the city's comprehensive zoning regulations with the sole exception that a "free-standing lounge" or "tavern" that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or a one-hundred twenty-five person or less occupancy load as determined by the city's building official can be located within one thousand (1,000) feet of another free-standing lounge or tavern that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or a one-hundred twenty-five person or less occupancy load as determined by the city's building official if both or all are completely found or located within the B-3 (central business) district but all shall still satisfy, meet, and comply with all other location and distance requirements.~~

SECTION 2: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under Section I Definitions, (b) Words and Phrases add a definition for liquor store/package store, as follows:

Liquor store/package store: One “holding a valid ‘package retailer’s permit’ as authorized by and described in state law (e.g., Miss. Code Ann. § 67-1-51, as amended)

SECTION 3: That the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, be and the same is hereby amended to additions and/or changes to certain uses in the Chart of Permitted Uses as they relates to particular zoning district.

In Appendix A – Zoning – Section III District Regulations, (J) Chart of Permitted Uses, (2) Schedule of uses, Retail and Wholesale Trade – Liquor stores and/or free-standing lounges and Lounge should be amended as follows:

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.																			
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																			
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3
RETAIL AND WHOLESALE TRADE																			
Liquor stores and/or free-standing lounges, provided that no liquor store and/or free standing lounges or any part of such establishment or facility, including any parking lot used thereby, shared or otherwise, shall be located closer than one thousand (1,000) feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as a liquor store and/or freestanding lounge or tavern, with the sole exception that a "free-standing lounge," "tavern," or "liquor store" that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or one hundred twenty five (125) person or less occupancy load as determined by the city's building official can be located within one thousand (1,000) feet of another free-standing lounge, tavern, or liquor store that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or a one hundred twenty five (125) person or less													X	X	X				

occupancy load as determined by the city's building official if both or all are completely located or found within the Leisure and Recreation districts, but all shall still satisfy, meet, and comply with all other locations and distance requirements. This distance shall be measured from closest point on structure to closest point on adjacent structure or closest point on parking lot or space to closest point on adjacent or nearby parking lot or space, whichever is closer. The applicant must provide written certification that the proposed liquor store and/or free-standing lounge meets the distance requirement set forth herein.																						
Lounge: For consumption of alcoholic beverages on premises as accessory use only to hotel, motel or multiple-family dwelling containing fifty (50) units or more	—	—	—	—	—	—	—	—	—	—	—	R	X	X	R	R	—	—	—	—	—	—

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																				
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																				
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB
RETAIL AND WHOLESALE TRADE																				
Liquor stores and/or free-standing lounges, provided that no liquor store and/or free standing lounges or any part of such establishment or facility, including any parking lot used thereby, shared or otherwise, shall be located closer than one thousand (1,000) feet to any church, school, kindergarten, funeral home, day-care center, museum or													X	X	X					

[illegible]

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

2207PC128

TRANSCRIPT OF HEARING

June 23, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF JUNE 2022

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
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG
DEREK DUCKWORTH

ALSO PRESENT:

HON. HUGH KEATING, Commission Attorney

1 14. Text Amendment 2207PC128

2 MS. WELCH: Text Amendment Case Number 128
3 has been duly and timely noticed as required by law.

4 The City of Gulfport, City of Gulfport
5 amendments to the comprehensive zoning ordinance, as amended,
6 to amend Section III, District Regulations (K) Chart of
7 Permitted Uses (2) Schedule of uses, retail and wholesale
8 trade.

9 A copy of the packet considered is hereby
10 offered to the record.

11 MR. WILLIAMS: Thank you.

12 As is usual with text amendments, Mr. Holmes
13 will be telling us about this one.

14 MR. HOLMES: Give us just a second. Mr. Long
15 is going to pass out some paperwork to you guys.

16 I'm going to go ahead and start, Mr.
17 Chairman.

18 MR. WILLIAMS: All right.

19 MR. HOLMES: Last month at the planning
20 commission, we brought a very similar change to you guys
21 where we actually did away with the distance requirements
22 between liquor selling establishments in the leisure service
23 district. This is a continuation of those changes.

24 Basic kind of summarizing what this is, this
25 is basically removing all our distance requirements for

1 liquor stores and basically in so many words saying we're
2 just going to use the state requirements and let the state
3 enforce that instead of the city actually enforcing that.

4 But in a nutshell, that's what this is.

5 MR. WILLIAMS: Commissioners, I don't know if
6 y'all have had a good chance to read it. I did, didn't
7 quite understand it. So Mr. Holmes and I have had a couple
8 of conversations about it, and his explanation is, you know,
9 kind of the easiest way of doing that.

10 We're going to do away with the city
11 requirements and basically pattern after what the state is
12 doing.

13 Can you give us a synopsis of the state
14 requirements? Is there still what it can go next to, the
15 type of any distance between liquor stores, churches,
16 schools, those type things?

17 MR. HOLMES: Yes, sir. The requirements are
18 the same as far as the actual structures. It's just right
19 now presently our requirement is a thousand feet between
20 individual structures, structure types. The state is 400.

21 MR. HEWES: So am I to understand that this
22 is probably in preparation for the development of the
23 downtown area where you're going to have more walking areas
24 and apartments, condominiums that are intermingled and it
25 will be a higher need for retail establishments such as

1 this?

2 MR. HOLMES: Yes, sir. Downtown is one area.
3 But also those other, I think three leisure service areas,
4 people refer to them as go-cup areas.

5 MR. WILLIAMS: Any other questions?

6 MS. ADOLPH: Mr. Chairman, may I ask one?

7 MR. WILLIAMS: Certainly.

8 MS. ADOLPH: In terms of so now with the
9 proposed mandate, then a liquor store can be 400 feet from a
10 school?

11 MR. HOLMES: If this is approved, yes, ma'am.
12 Instead of us having a thousand feet, we'll be using the
13 state requirements. The state is 400.

14 MS. ADOLPH: Of 400 feet.

15 MR. HOLMES: Yes, ma'am.

16 MS. ADOLPH: Okay. Thank you, sir.

17 MR. WILLIAMS: Any other questions?

18 MR. DAIGLE: Just one. Because, I mean, I'm
19 trying to blaze through this and read it because I don't
20 know where I missed this before. But you said 400 feet?

21 MR. HOLMES: Yes, sir.

22 MR. DAIGLE: So the part that says 600 feet,
23 that's talking about strictly nightclubs and dance halls?

24 MR. HOLMES: Yes.

25 MR. DAIGLE: That has nothing to do with

1 bars. Nightclub is 600 feet from churches and schools now?

2 MR. HOLMES: Yes. There's some grouping
3 together of different types of uses as you look through that
4 packet that Cory gave you. So the state uses 400; it's 600
5 for the nightclubs.

6 MR. DAIGLE: And it says that these are for
7 buildings at occupancy less than 125 people. So any huge
8 establishments wouldn't apply here?

9 MR. HOLMES: The 125 is for downtown.

10 MR. DAIGLE: It's what?

11 MR. HOLMES: The 125 may be for downtown.
12 Hold on a second.

13 MR. DAIGLE: It says within D-3, so...

14 MR. HOLMES: Yes. Central Business District,
15 yes.

16 MR. DAIGLE: Thank you.

17 MR. WILLIAMS: Other questions?

18 All right. Thank you, Mr. Holmes.

19 Anyone else here to ask questions or speak on
20 this case, on this text amendment?

21 Commissioners, any questions of Mr. Holmes or
22 the staff or legal counsel back there? Or we'll take a
23 motion.

24 MR. HEWES: Mr. Chair, it appears that the
25 City Council has done their due diligence in researching

1 this along with the planning department. And with that
2 being said, I recommend that we approve Case 2207PC128.

3 MR. WILLIAMS: All right. We've got a motion
4 for approval. Do I have a second?

5 MR. ELLIOT: Second.

6 MR. WILLIAMS: Motion to approve. Any
7 further discussion?

8 MR. ADOLPH: I don't know, Mr. Chairman, but
9 this chair is definitely fixing to hit the floor.

10 (Laughter.)

11 MR. WILLIAMS: So I have a motion to approve
12 and a second. Any further discussion? All those in favor
13 signify by saying aye. Any opposed to it? Text amendment
14 has been approved.

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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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE REGULATING PARKING ALONG U. S. HIGHWAY 90
IN THE CITY OF GULFPORT AND CODIFYING THE SAME AS § 6-334
IN THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI**

WHEREAS, Mississippi law, specifically *Miss. Code Ann.* § 21-37-3, as amended, provides that municipalities have full jurisdiction over municipal streets and sidewalks, including the authority to regulate parking of vehicles on public streets; and

WHEREAS, the Gulfport City Council has enacted various ordinances through the years regulating parking within the City of Gulfport, Mississippi; and

WHEREAS, the City's Governing Authority has determined there is a need to adopt an Ordinance that addresses and regulates the parking of vehicles along U. S. Highway 90; and

WHEREAS, such parking restrictions and regulations should be codified as § 6-334 in Chapter 6, Article XIII in the City's Code of Ordinances.

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 6, Article XIII of the Code of Ordinances of the City of Gulfport, Mississippi, should be, and hereby is, amended to add and include as a new Section, that codified as § 6-344, the following:

Sec. 6-334. Restriction of parking in Areas Along U. S. Highway 90.

- (a) It shall be unlawful for any person to park a vehicle on public property south of the north margin of the U.S. Highway 90 right-of-way, which for purposes of this Section shall include any area other than in designated parking areas.
- (b) It shall be unlawful for any person to park a vehicle in the parking areas located south of the eastbound lanes of U. S. Highway 90 from the hours of 12:00 a.m. (midnight) to 6:00 a.m.
- (c) In addition to the above parking prohibitions, the City's Police Chief, subject to approval of the mayor, may extend the hours that parking is prohibited in any or all parking bays or areas for periods not to exceed 72 hours at a time, due to special circumstances within the community, which in the opinion of the Police Chief, subject to the approval of the mayor, create potential traffic flow problems that may be detrimental to the health, welfare, and safety of the public. Citations for violations of this sub-section

may be issued either if signage is posted in the applicable parking bay or area noting the revised prohibited parking hours, or if a violator has been asked to remove the offending vehicle and fails or refuses to do so.

- (d) The parking bays or areas adjacent to U.S. Highway 90 that are designated by and included within this Section shall include the following: the Lewis Avenue-Rich Avenue parking area; the Hardy Avenue-Ruth Avenue parking area; the Maria Avenue turning / parking area; the Fournier Avenue turning / parking area; the Woodward Avenue-Camp Avenue parking area; the 41st Avenue parking area (associated with the Libby Milner Roland Pier); the 38th Avenue to 8th Street parking area; the Pratt Avenue parking area (across U. S. Highway 90 from the Courtyard by Marriott hotel); the Thornton Avenue parking area; the Hill Place turning / parking area; the Kelly Avenue turning / parking area; the Olive Avenue to Bert Avenue turning / parking area; the turning / parking area in between Bert Avenue and Gulf Avenue; the Gulf Avenue turning / parking area; the Roberts Avenue turning / parking area; the Alfonso Drive turning / parking area; the Midway Avenue turning / parking area; the Oak Avenue turning parking area; the parking area immediately east of Oak Avenue and across from Centennial Plaza; the Arkansas Avenue parking area; the Texas Avenue turning / parking area; the Palmetto Lane turning / parking area; the Tegarden Road turning / parking area; the turning / parking areas across from and near Phillips Drive and Paradise Avenue; the Oleander Drive turning / parking area; the turning area between Cedar Drive and Laurel Drive; the Highway 605 / Cowan Road turning / parking area; the turning / parking area east of Highway 605 / Cowan Road and near Beach Drive; the turning / parking area west of Southern Circle; the turning / parking area across from Southern Circle; and the turning / parking area immediately east of Southern Circle.
- (e) Any vehicle lawfully parked in any of the designated parking bays or areas south of the eastbound lanes of U. S. Highway 90 also must be parked in a way to permit the continued safe passage of vehicles along the Highway or within the parking lot/area and only parked in designated parking bays/areas. Parking is prohibited in all areas south of the eastbound lanes of U. S. Highway 90 not otherwise designated for parking by this Section.

SECTION 3. All provisions of Chapter 6 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.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for regulations pertaining to parking along U. S. Highway 90 in the City of Gulfport, Mississippi and enacts the same as § 6-334 in the City’s Code of Ordinances. A copy of the full text of this

Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the ____ day of _____, 2022.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE REMOVAL OF THE POSITIONS OF “BUILDING INSPECTOR I” (GRADE 110) AND “BUILDING INSPECTOR II” (GRADE 111) FROM THE CITY OF GULFPORT’S SALARY GRADE SCHEDULE, PROVIDING FOR THE SALARY OF COMPENSATION FOR FIVE (5) CURRENT POSITIONS FORMERLY KNOWN AS “CODE ENFORCEMENT OFFICER / BUILDING INSPECTOR” (GRADE 109) AND NOW KNOWN AS “CODE ENFORCEMENT OFFICER” (GRADE 109) IN THE DEPARTMENT OF URBAN DEVELOPMENT IN THE CITY OF GULFPORT AND FOR THOSE EMPLOYEES SERVING IN THESE POSITIONS, AND FOR RELATED PURPOSES

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

WHEREAS, the positions of “Building Inspector I” and “Building Inspector II” are no longer being used and are not currently filled within the City of Gulfport’s Department of Urban Development, even those these are presently identified and funded in Grades 110 and 111, respectively, in the City’s Salary Grade Schedule; and

WHEREAS, there is no longer a need to keep and maintain these positions of “Building Inspector I” and “Building Inspector II” in the Salary Grade Schedule and the same should be removed therefrom; and

WHEREAS, while the position of “Code Enforcement Officer / Building Inspector” is currently identified in the City’s Salary Grade Schedule (in Grade 109) and the City presently has five (5) such positions within the City’s Department of Urban Development, there is a need

to properly align the job title to the type of work associated with this position, which is “Code Enforcement Officer,” and there is a requisite need therefore for the salary of compensation for such “Code Enforcement Officer” position to be set by the Governing Authority; and

WHEREAS, there is accordingly a need to provide for the salaries of compensation for five (5) “Code Enforcement Officer” positions in the City’s Department of Urban Development (formerly to be known as “Code Enforcement Officer / Building Inspector” positions) and the salaries of compensation for the employees holding the position of “Code Enforcement Officer” (five (5) positions) within the City’s Department of Urban Development should fall within the range set for Grade 109 (\$32,476.34 - \$48,183.61) in the City’s presently existing Salary Grade Schedule (which is the same Grade where the formerly known position of “Code Enforcement Officer / Building Inspector” was found); and

WHEREAS, the salary of compensation as set out herein is in accord with the new grade schedule of the City of Gulfport, as approved by the Gulfport City Council on October 6, 2020, and the five (5) noted “Code Enforcement Officer” positions are hereby officially added to this “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned “Building Inspector I” and “Building Inspector II” positions within the City’s Department of Urban Development are hereby deleted and removed from the City’s Salary Grade Schedule.

SECTION 3. That the aforementioned five (5) “Code Enforcement Officer / Building Inspector” positions within the City’s Department of Urban Development, which are now known and referred to simply as “Code Enforcement Officer” positions, are hereby added to and funded in “Grade 109” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with the understanding that references to “Code Enforcement Officer / Building Inspector” as being a position in the Salary Grade Schedule (Grade 109) shall be concomitantly removed therefrom.

SECTION 4. That the salary of compensation for the employees holding these five (5) positions (the “Code Enforcement Officer” positions within the City’s Department of Urban Development) shall be within the range and presently set at the amounts provided herein and in the preamble.

SECTION 5. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 6. 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 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.

SECTION 7. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the removal of the positions of ‘Building Inspector I’ (Grade 110) and ‘Building Inspector II’ (Grade 111) from the City of Gulfport’s Salary Grade Schedule and provides for the salary of compensation for five (5) ‘Code Enforcement Officer’ positions (formerly referred to as ‘Code Enforcement Officer / Building Officer’ positions) within the City’s Department of Urban Development in Grade 109 in the City’s ‘Salary Grade Schedule’ and for those employees serving in these positions. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) at City Hall; and (b) at the County Courthouse in Gulfport. The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2022.

APPROVED:

MAYOR

Grade 110			
Current			
Step 0	Step 40		
Min	Max		
\$34,749.74	\$51,737.63		
ADMIN ASST. TO THE CAO	PAYROLL SPECIALIST	TECHNICAL SERVICE COORD-UD	SR SIGN & MARKING FOREMAN
BENEFITS ADMINISTRATOR	SENIOR CITY PROGRAM SUP	BUILDING INSPECTOR I	SPECIAL EVENTS COORDINATOR
GIS ANALYST	TRAFFIC SIGNAL TECHNICIAN 2		LEAD MAINTENANCE TECH

Grade 110			
Proposed			
Step 0	Step 40		
Min	Max		
\$34,749.74	\$51,737.63		
ADMIN ASST. TO THE CAO	PAYROLL SPECIALIST	TECHNICAL SERVICE COORD-UD	SR SIGN & MARKING FOREMAN
BENEFITS ADMINISTRATOR	SENIOR CITY PROGRAM SUP		SPECIAL EVENTS COORDINATOR
GIS ANALYST	TRAFFIC SIGNAL TECHNICIAN 2		LEAD MAINTENANCE TECH

Grade 111			
Current			
Step 0	Step 40		
Min	Max		
\$37,182.27	\$55,359.33		
PUBLIC WORKS INSPECTOR	TRAFFIC SIGNAL TECH III	BUILDING INSPECTOR II	
STAFF LAND SURVEYOR	ACCOUNTANT	ENGINEERING TECH	
STORMWATER/SOLID WASTE INSP	WORKZONE SAFETY INSPECTOR	ASST BUILDING MAINTENANCE TECH	

Grade 111			
Proposed			
Step 0	Step 40		
Min	Max		
\$37,182.27	\$55,359.33		
PUBLIC WORKS INSPECTOR	TRAFFIC SIGNAL TECH III		
STAFF LAND SURVEYOR	ACCOUNTANT	ENGINEERING TECH	
STORMWATER/SOLID WASTE INSP	WORKZONE SAFETY INSPECTOR	ASST BUILDING MAINTENANCE TECH	

GRADE 109**Current**

Step 0	Step 40
Min	Max
\$32,476.34	\$48,183.61

ADMINISTRATIVE ASST I	CAD/GIS OPERATOR	FOREMAN I GARAGE	PAINT AND BODY MECHANIC
CODE ENFORCEMENT OFFICER/BUILDING INSPECTOR	COMPUTER SUPPORT SPECIALIST	LEAD BEAUTIFICATION COORDINATOR	SPECIFICATION TECH/ADMIN ASST
AUTO MECHANIC-FIRE	RECORDS MANAGER/CONT SPECIALIST	LEAD CODE ENFORCEMENT OFFICER	CAD OPERATOR
AUTO MECHANIC- POLICE	COURT ACCOUNTANT	LEISURE SERVICE OFFICE MANAGER	
AUTO MECHANIC II	ELECTRONIC SHOP TECH	POLICE-PARTS SPECIALIST	
BEAUTIFICATION COORDINATOR II	EQUIPMENT SPECIALIST	TRAFFIC SIGNAL TECHNICIAN I	
PARALEGAL (109 & 113)	EQUIPMENT SPECIALIST- FIRE DEPT	SURVEY CREW CHIEF	
	BUILDING INSPECTOR	RECORDS MANAGER/CONTRACT SPECIALIST	

GRADE 109**Proposed**

Step 0	Step 40
Min	Max
\$32,476.34	\$48,183.61

ADMINISTRATIVE ASST I	CAD/GIS OPERATOR	FOREMAN I GARAGE	PAINT AND BODY MECHANIC
CODE ENFORCEMENT OFFICER	COMPUTER SUPPORT SPECIALIST	LEAD BEAUTIFICATION COORDINATOR	SPECIFICATION TECH/ADMIN ASST
AUTO MECHANIC-FIRE	RECORDS MANAGER/CONT SPECIALIST	LEAD CODE ENFORCEMENT OFFICER	CAD OPERATOR
AUTO MECHANIC- POLICE	COURT ACCOUNTANT	LEISURE SERVICE OFFICE MANAGER	
AUTO MECHANIC II	ELECTRONIC SHOP TECH	POLICE-PARTS SPECIALIST	
BEAUTIFICATION COORDINATOR II	EQUIPMENT SPECIALIST	TRAFFIC SIGNAL TECHNICIAN I	
PARALEGAL (109 & 113)	EQUIPMENT SPECIALIST- FIRE DEPT	SURVEY CREW CHIEF	
	BUILDING INSPECTOR	RECORDS MANAGER/CONTRACT SPECIALIST	



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Leonard Papania, Chief Administration Officer
Jeff Bruni, City Attorney
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Grade/Step Chart Change - Urban Development Positions

DATE: July 19th, 2022

On the current Grade/Step Chart there are two positions within UD that are listed, but no longer used. Building Inspector 1 and Building Inspector II. Building Inspector I is located in Grade 110 and Building Inspector II is located in Grade 111. The HR Manager and the Director of Urban Development are jointly requesting to remove these positions from the Grade/Step Chart.

In addition to the removal of the Building Inspector I and the Building Inspector II positions, the HR Manager and the Director of Urban Development are requesting to change the job title of the position currently entitled "Code Enforcement Officer / Building Inspector" located in Grade 109, to "Code Enforcement Officer," while keeping this position still in the same Grade (109) in the Salary Grade Schedule. There are and will still be four (4) of these "Code Enforcement Officer" positions in Urban Development (as there are currently four (4) "Code Enforcement Officer / Building Inspector" positions in this Department).

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR AN ADDITIONAL “BUILDING INSPECTOR” POSITION (GRADE 111) IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, there currently exists three (3) funded “Building Inspector” positions within the City of Gulfport’s Department of Urban Development and which positions fall within the range set for Grade 111 in the City’s Salary Grade Schedule but an employee in one of these positions has announced their retirement effective September 30, 2022, and upon this retirement, this currently existing position will be de-funded, and so there is a current and immediate need to fund a replacement “Building Inspector” position so that the person retained in this additional position can gain knowledge from the soon-to-be-retired current “Building Inspector” employee prior to retirement and so that after the de-funding of the current “Building Inspector” position, the additional “Building Inspector” position being funded in this Ordinance will remain and there will again be a total of three (3) such funded and filled positions within the City’s Department of Urban Development; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Building Inspector” (one (1) additional position within the City of Gulfport’s Department of Urban Development, for a total of four (4) such positions), which shall fall within the range set for Grade 111 (\$37,182.27 - \$55,359.33) in the City’s presently existing Salary Grade Schedule; and

WHEREAS, with the adoption of this Ordinance, there will be four (4) “Building Inspector” positions funded within the City’s Department of Urban Development and which said four (4) positions will exist until the aforementioned current one is de-funded upon retirement of the said employee, with such de-funding to occur on or around September 30, 2022, after which there will once again remain three (3) such funded “Building Inspector” positions in this Department; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) additional “Building Inspector” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) additional “Building Inspector” position within the City of Gulfport is hereby added to and funded in “Grade 111” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”).

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the one (1) additional “Building Inspector” position) shall be within the ranges or steps and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. 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 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.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) additional ‘Building Inspector’ position in the City of Gulfport’s Department of Urban Development in Grade 111 in the City’s Salary Grade Schedule within the City and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in

the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR

City of Gulfport, Mississippi
Job Description

Building Inspector

Department: 611 - Planning

EEO Class: Technical

Date Approved: 7/14/2022

FLSA Status: Non-Exempt

Date Approved: 9/6/2013

Position Overview

Inspects new and existing buildings and structures to enforce conformance to building, grading, and zoning laws and approved plans, specifications, and standards. Inspects existing housing structures and property as well as enforcement of ordinances, zoning regulations and environmental nuisances.

Work includes responsibility for performing field and office work. Inspections are conducted independently in accordance with departmental regulations.

Essential Job Functions

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

- Inspects residential, commercial, industrial and residential buildings during and after construction or alterations and repairs to ensure compliance with codes and ordinances to include but not limited to building, electrical, plumbing, mechanical, approved plans, specification, and standards.
- Reviews plans and specifications for compliance with code provisions as required and inspects properties to approved plans and specifications.
- Inspects work sites to ensure possession of required licenses and permits.
- Conducts inspections for compliance with the City minimum housing and zoning codes and investigates complaints of unauthorized installations, violations of city codes, planning and zoning ordinances, tree ordinances, sign ordinances, and property maintenance.
- Identify violations as a result of inspections and document reviews.
- Confers with business owners, property owners and contractors. Conveys information regarding deficiencies and/or violations noted during inspections or investigations and provides technical assistance and recommends corrective actions as necessary.
- Conducts follow-up investigations or re-inspections to ensure and document corrective measures were taken for all non-compliances.
- Issues compliance and/or violation notices establishing time constraints for compliance and posts properties in accordance with state laws as required.
- Prepares documentation for City Council agendas and for the placement of advertisements.

- Develops paperwork as deemed necessary to support Environmental court cases.
- Compiles and completes data for administrative and public reports; composes routine memos, letters, legal forms, notices and other material required for efficient job performance and code compliance.
- Assists in the review of plans and specifications for permit approval and issuance as required.
- Confers with Chief Inspector, Chief of Code Enforcement, and Building Official as necessary for technical assistance and information.
- Maintains records of inspections and actions taken as required.

Knowledge, Skills and Abilities

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

- Knowledge of all federal, state and local housing, building, and zoning laws, codes and regulations governing all aspects of use and occupancy.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to detect code and ordinance violations and to determine appropriate remedial actions. (e.g., Ability to detect and identify deficiencies in materials or construction)
- Ability to effectively present information and respond to questions from the general public.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to work with mathematical concepts and the ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to deal with the public tactfully and courteously.
- Possess strong customer service skills with the ability to remain calm in sometimes stressful situations.
- Ability to extract legal descriptions and ownership information from records as required.
- Ability to enforce regulations with firmness, tact and impartiality.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to interpret and apply plans specifications, drawings, and blueprints to work in progress.
- Maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

High School or equivalent or Associate's degree in construction management, public administration, urban studies, or related studies, and one to two years related experience in structural inspections and/or training in the methods, materials and techniques involved in building construction, repair and alteration and the installation of electrical plumbing and heating systems and equipment, or equivalent combination of education and experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license. Must obtain ICC Inspector Certification within 12 months of hire.

Physical Demands and Working Conditions

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

Physical requirements include occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Jeff Bruni, City Attorney
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Building Inspector / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 18th , 2022

The Director of Urban Development is requesting to fund the position of Building Inspector at grade 111. This position will be vacated on September 30th, 2022. Please provide a budget amendment to fund and generate an additional position via ordinance for the August 2nd, 2022 council meeting. The position will be posted at grade 111 step 7 -9, (\$39,841.14 - \$40,630.07) for the year. This position does not need to be defunded due to this position vacating at the end of the fiscal year. The Urban Development department will budget for 240 hours in the next fiscal year to cover leave being paid out in the position being vacated.

New Position Number effective August 2nd 2022: #1457
Defunded Position Number on October 1, 2022: #52

Requesting to fund:

Job Title: Building Inspector

Grade: 111

Minimum Step: \$37,182.27

Maximum Step: \$55,359.33

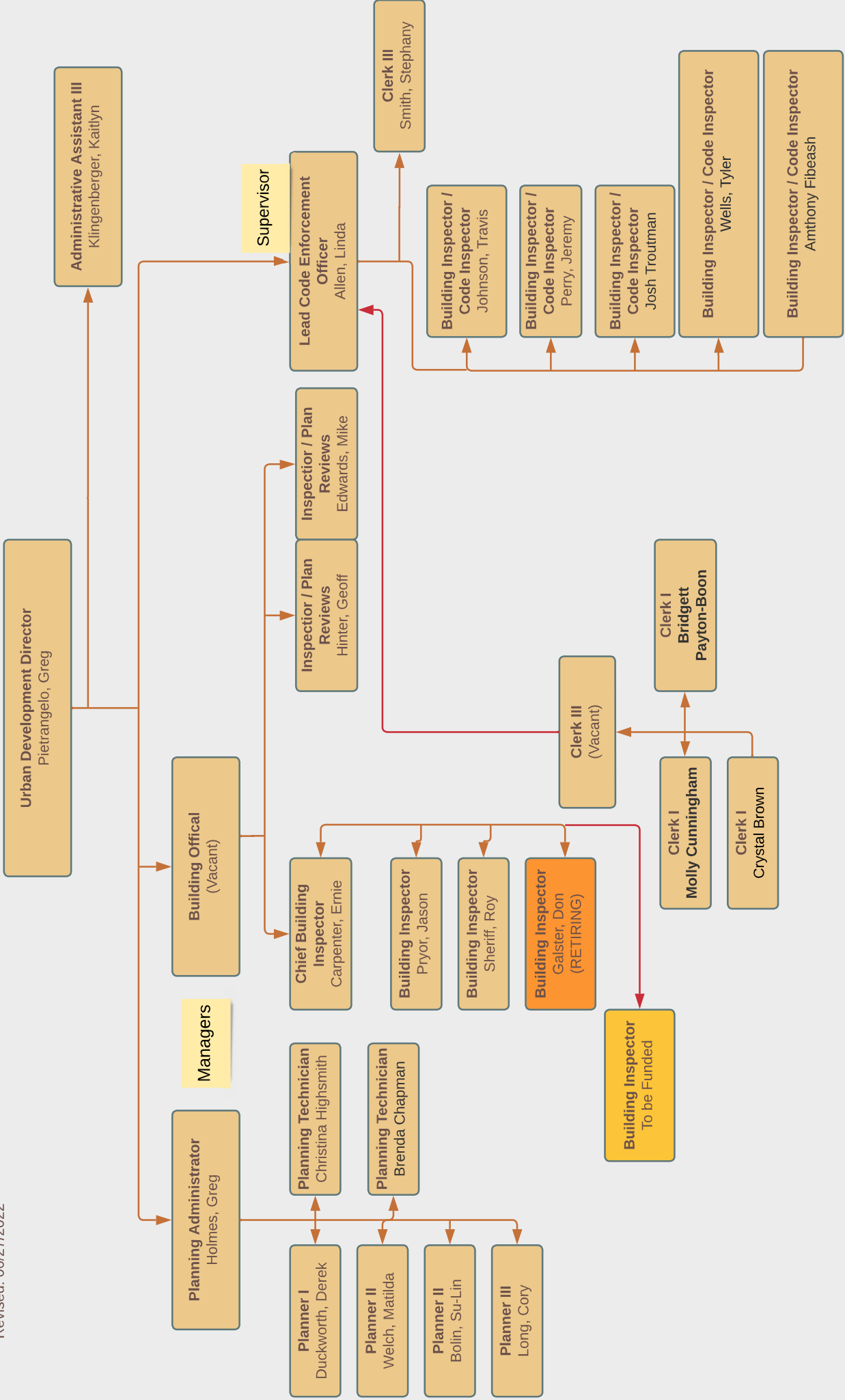
Funding Max Amount: \$39,841.14 (Step 9)

Department Org: 611

Next fiscal year, on October 6th, 2022 position number 52 will be paid out with an additional 240 hours at \$19.5337 an hour.

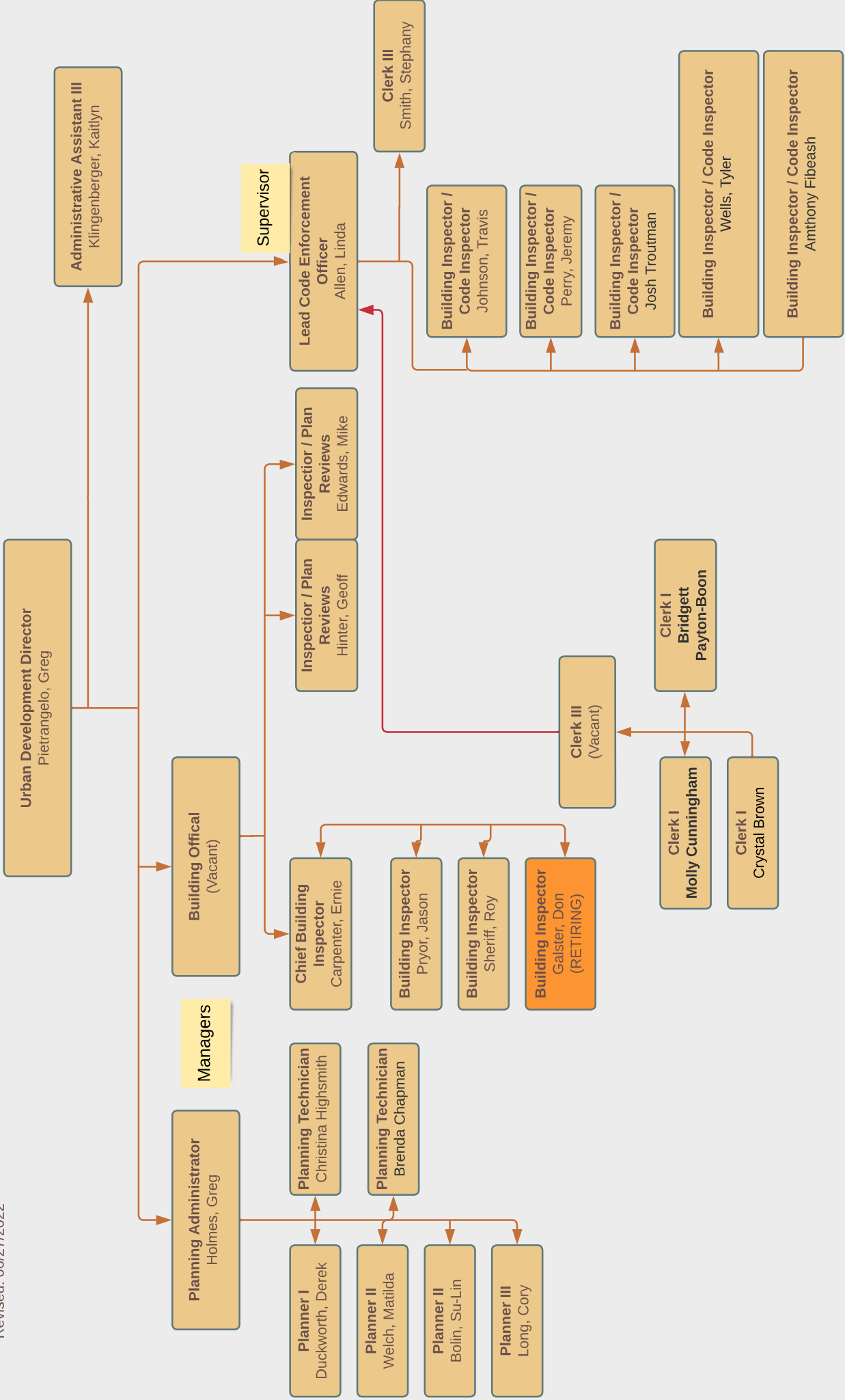


Revised: 06/27/2022





Revised: 06/27/2022



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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) NEW “CLERK I” POSITION (GRADE 103) IN THE DEPARTMENT OF URBAN DEVELOPMENT IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, one of the two (2) “Clerk III” positions within the City of Gulfport’s Department of Urban Development is being de-funded and which position was previously set in Grade 104 in the City’s current existing Salary Grade Schedule; and

WHEREAS, there is a need to create and fund one (1) additional “Clerk I” position in the City’s Department of Urban Development, which will be added to the existing three (3) “Clerk I” positions in this Department, and the salaries of compensation for the employees holding this position of one (1) additional “Clerk I” position within the City’s Department of Urban Development should fall within the range set for Grade 103 (\$21,640.99 - \$32,220.48) in the City’s presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new grade schedule of the City of Gulfport, as approved by the Gulfport City Council on October 6, 2020,

and the one (1) new additional “Clerk I” position is hereby being added to this “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) new and additional “Clerk I” position within the City’s Department of Urban Development is hereby added to and funded in “Grade 103” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”).

SECTION 3. That the salary of compensation for the employees holding this one (1) additional position (the one (1) new and additional “Clerk I” position to be within the City’s Department of Urban Development) shall be within the range and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. 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 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.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) new additional ‘Clerk I’ position within the City of Gulfport’s Department of Urban Development in Grade 103 in the City’s ‘Salary Grade Schedule’ and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) at City Hall; and (b) at the County Courthouse in Gulfport. The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

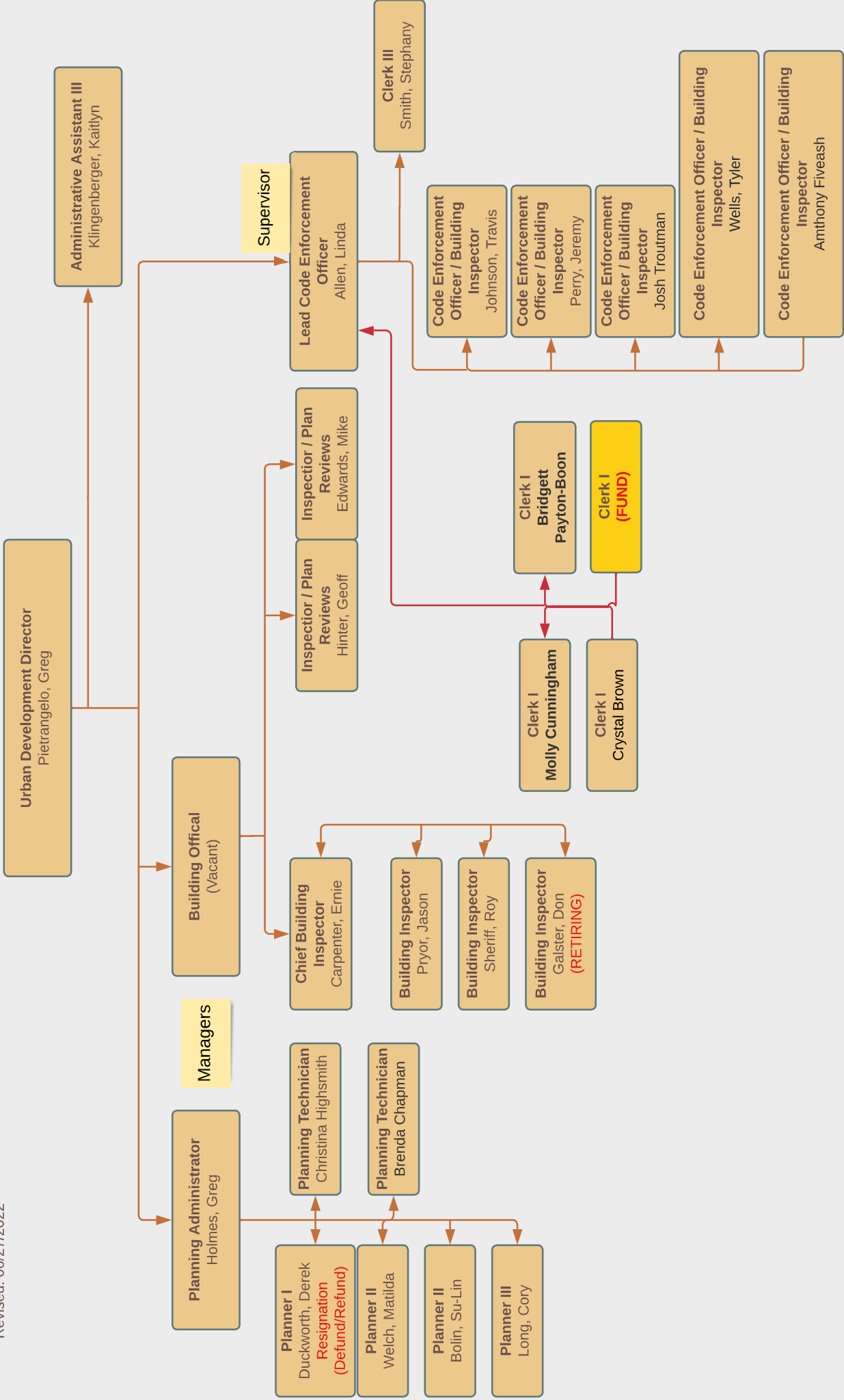
The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2022.

APPROVED:

MAYOR

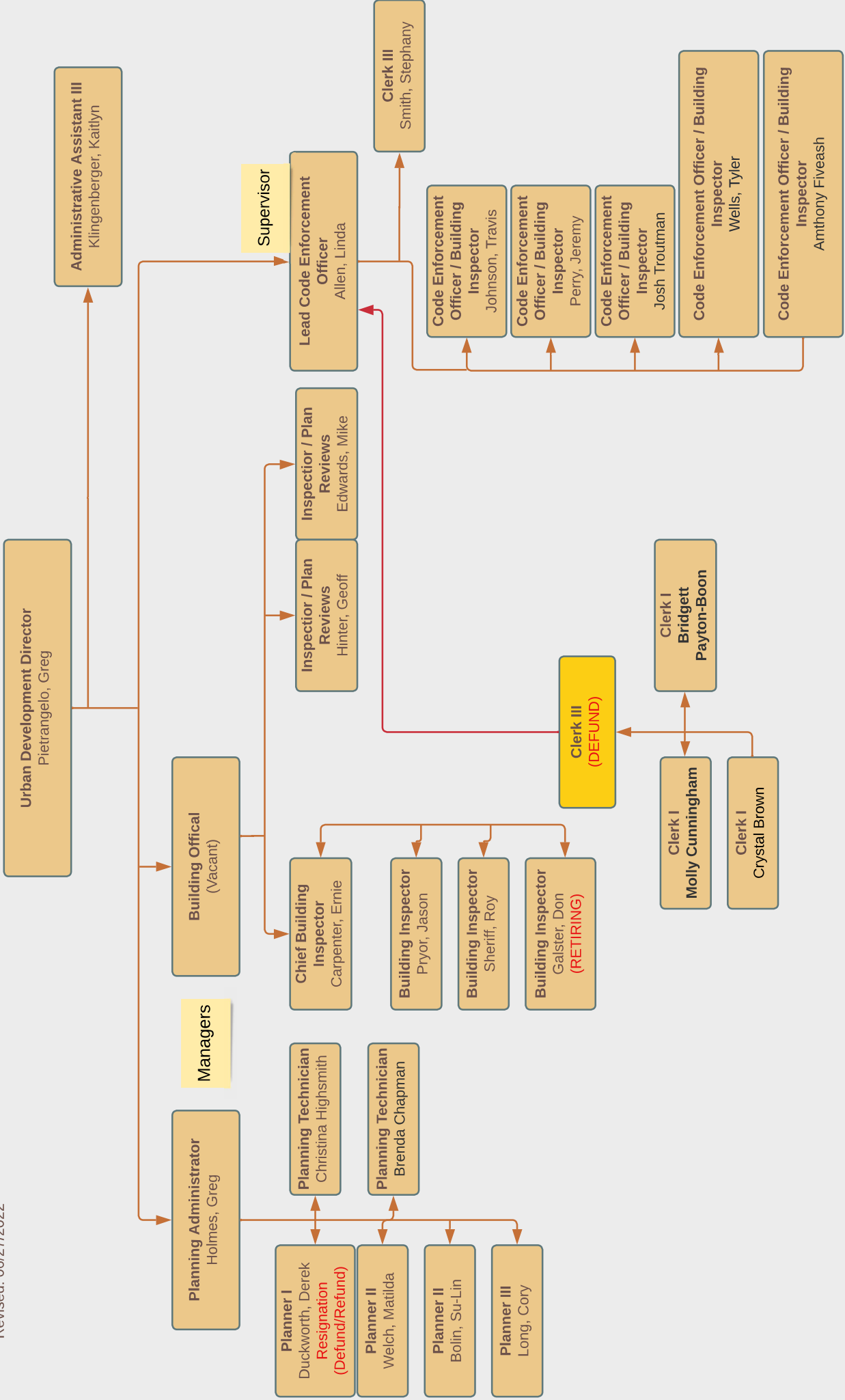


Revised: 06/27/2022





Revised: 06/27/2022





Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Jeff Bruni, City Attorney
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Defund Clerk III - Refund Clerk I / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 20th 2022

The Director of Urban Development is requesting to defund the Clerk III position and fund a Clerk I position effective August 8th, 2022. The position will be posted at grade 103 step 30 (\$29,083.68) for the year. The Clerk III position was vacated on June 30th, 2022.

New Position Number effective August 2nd 2022: # 1459
Defunded Position Number: #37

Requesting to fund:

Job Title: Clerk I

Grade: 103

Minimum Step: \$21,640.99

Maximum Step: \$32,220.48

Funding Max Amount: \$29,083.68 (Step 30)

Department Org: 611



City of Gulfport, Mississippi
Job Description

Urban Development Clerk I (C1UD)

Department: 611 - Planning
EEO Class: Office & Clerical
Date Revised: 03.02.2009

FLSA Status: Non-Exempt
Date Approved: 01.02. 2009

Position Overview

Under general supervision, performs office support and administrative functions requiring customer service knowledge and previous computer experience. Work of this class involves the performance of clerical tasks that vary as to detail and method. Assignments are performed with supervision. Decisions necessitating changes in policies or regulations are referred to supervisor.

Essential Job Functions

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

- Receives application and plans for building and related permits.
- Answers phones and responds to customer requests.
- Identifies, researches, and resolves customer issues using the computer system.
- Receives inspection requests.
- Handles customer inquiries or directs them to the proper individual or office.
- Enters inspection requests, contractor licensing and permits into MUNIS building software.
- Collects and records fees.
- Files building permits and inspections.
- Makes mathematical calculations manually or by use of a calculator according to established methods.
- Accepting, processing, and balancing drawer to billing / payment processing system daily.
- Performs related work as required.

Knowledge, Skills and Abilities

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

- Knowledge of English, spelling, and math.
- Basic knowledge of modern office practices, procedures, equipment and standard clerical techniques.
- Ability to make mathematical calculations rapidly and accurately.

- Ability to understand and follow moderately complex oral and written instructions.
- Ability to establish and maintain effective work relations as necessitated by work assignments.
- Possess strong customer service skills.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.
- Ability to organize and review work for efficient results and accuracy.
- Ability to issue and follow oral and written instructions.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

High School graduate or equivalent. One year of general clerical experience and one to two years of customer service experience is required. Minimum typing speed of 35 wpm. Other combinations of experience and education that meet the minimum requirements may be substituted.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

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

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily indoors.

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 _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR A “PLANNER I” POSITION (GRADE 202) IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THESE POSITIONS, AND FOR RELATED PURPOSES

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

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Planner I” (one (1) position) in the Department of Urban Development, which shall fall within the range set for Grade 202 (\$34,936.86 - \$52,016.22); and

WHEREAS, the salary of compensation as set out herein are in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) “Planner I” position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) “Planner I” position is hereby added to and funded in “Grade 202” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”).

SECTION 3. That the salary of compensation for the employee holding this “Planner I” position in the City’s Department of Urban Development shall be within the range and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. 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 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.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) ‘Planner I’ position in Grade 202 in the City’s ‘Salary

Grade Schedule' and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) at City Hall; and (b) at the County Courthouse in Gulfport. The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Leonard Papania, Chief Administration Officer
Jeff Bruni, City Attorney
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Planner 1 / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 19th, 2022

The Director of Urban Development is requesting to defund and fund the Planner 1 position effective August 8th, 2022. This position will be vacated on July 23rd, 2022. Please provide a budget amendment to defund/fund the Planner 1 position effective August 8th, 2022. The position will be posted at grade 202 step 19-21 (\$42,133.60-42,967.93). This request is for the August 2nd, 2022 Council Agenda.

New Position Number effective August 8th, 2022: #1460

Defunded Position Number on July 23rd, 2022: #1159

Requesting to fund:

Job Title: Planner 1

Grade: 202

Minimum Step: \$34,936.86

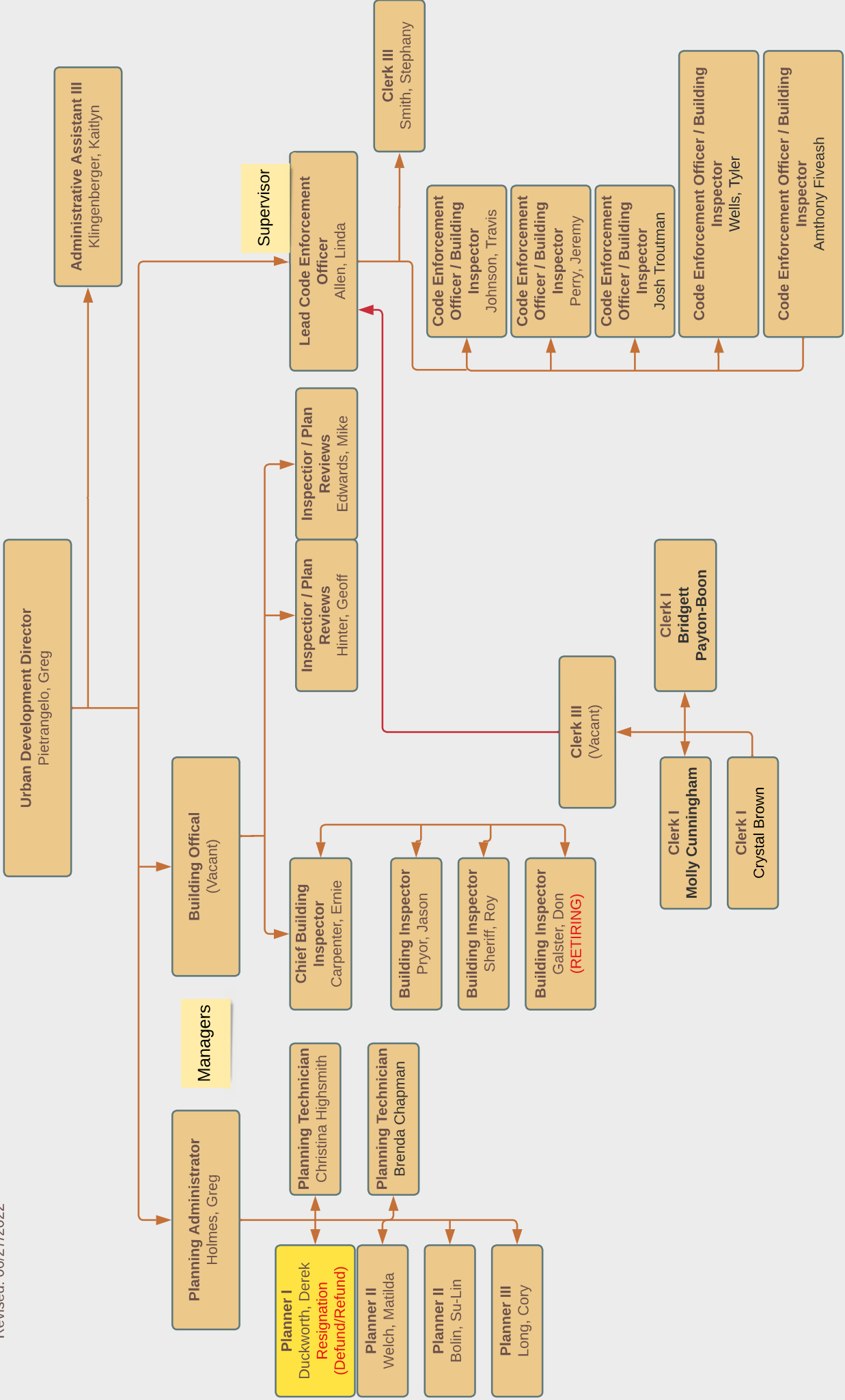
Maximum Step: \$52,016.22

Funding Max Amount: \$42,967.93 (Step 21)

Department Org: 611



Revised: 06/27/2022





City of Gulfport, Mississippi Job Description

Planner I (PL1)

Department: 611 - Planning
EEO Class: Professional
Date Revised: 03.02.2012

FLSA Status: Exempt
Date Approved: 03.20.2011

Position Overview

The Planner I performs planning functions; review of planning and zoning applications, administration of the City's Comprehensive Plan, land use and development regulations and zoning ordinances. Assist in identification of issues/problems, research and data gathering, and implementation of plans. Position requires considerable communication with developers, engineers, design professionals, regulatory agencies and the public.

Essential Job Functions

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

- Assists in developing of elements of the city's comprehensive planning program and updating of plans necessary for the formulation of elements of the Master Comprehensive Plan, the implementation tools of those plans and other basic and applied planning studies concerning the physical development of urban areas.
- Assists in developing and preparing reports and projects for other departments, commissions or boards and private developers as requested by the Administrator.
- Assists in population, socio-economic, housing, land use, and transportation data collection and analysis and helps prepare estimates and projections.
- Provides information on land use application, ordinances, codes, plans and related planning programs, services or regulations to architects, engineers, developers, contractors, owner, community groups and interested persons over the phone and in person.
- Administers zoning ordinances, subdivision regulations, sign ordinances and various other ordinances and codes.
- Assists in the preparation of state and federal grants as directed.
- Conducts field inspections.

Knowledge, Skills and Abilities

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

- Thorough knowledge of the principles, practices, techniques and design of urban planning including the understanding of the fundamentals of construction.
- Knowledge of the general principles and practices of transportation as applied to urban planning and development.
- Ability to make recommendations recognizing established precedents and practices and to use resourcefulness and tact in meeting new problems for which there has been no precedent established.
- Ability to reach, analyze, and interpret planning periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to write reports, business correspondence and procedure manuals.
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Is able to demonstrate consistent tact and courtesy in frequent public contact.
- Ability to work mathematical concepts such as statistical inference, and fundamentals of data collection organization and analysis to interpret significant aspects and precedents inherent in planning and development problems. Ability to apply these concepts to practical situations.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

Bachelor's degree from an accredited college or university; one or two year's related experience and/or training; or equivalent combination of education and experience is required. Experience in professional planning and/or design work is preferred. Basic knowledge of Geographic Information Systems software, database management, PC Operating systems, and networking systems is preferred. Other combinations of experience and education which meets the minimum requirements may be substituted.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

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

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: July 21, 2022

RE: Jones Park Tensile Structure FEMA # 178672

The Purchasing Department received three (3) bids for the above referenced project on July 11, 2022. Gibson Maintenance was the lowest at \$530,000.00 for the base bid and the alternate at \$50,000.00 for a total of \$580,000.00.

The City received \$94,999.90 from insurance on 5/5/2021. This is considered a large standard project by FEMA and the City could recover 90% from FEMA and 5% from MEMA after work is complete and inspected by FEMA.

We request permission to issue two (2) purchase orders to Gibson Maintenance, one (1) for the repair work of \$530,000.00 and one (1) for the five (5) yearly maintenance of \$50,000.00.

Thank you for your consideration.



July 21, 2022

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

**Re: Repairs to Jones Park Tensile Structures
Recommendation for Contract Award**

Dear Mr. Miller:

Per your authorization, three (3) bids were received on July 11, 2022, for the subject project. We accepted bid prices for a total base bid and one (1) additive alternate that added five (5) yearly inspections to the contract. Gibson Maintenance, LLC submitted the lowest base bid. The total costs for base bid and alternate are the following amounts:

Base Bid – Repairs to Jones Park Tensile Structures:	\$530,000.00
Total Base Bid + Alternate #1	\$580,000.00

We recommend the City of Gulfport award the Base Bid contract to Gibson Maintenances, LLC for \$530,000 to repair the tensile structures at Jones Park.

We appreciate the opportunity to provide these services to the City of Gulfport. If you have any questions on this recommendation, please contact me at 228-396-0486.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC



7/21/2022

Andrew Levens, P.E.
Engineering Manager

Repairs To Jones Park Tensile Structures

Bid Tabulation

Bid Opening: July 11, 2022 at 10:00 AM

BID SCHEDULE

				Signature Structures LLC		Gibson Maintenance, LLC		Gulf Coast Solutions, LLC	
<u>No.</u>	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>
1	Repair Two Tensile Membrane Structures	1	LS	\$ 883,718.00	\$ 883,718.00	\$ 530,000.00	\$ 530,000.00	\$ 629,000.00	\$ 629,000.00
TOTAL BASE BID				\$ 883,718.00		\$ 530,000.00		\$ 629,000.00	

ALTERNATE BID

<u>NO.</u>	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>
1	Yearly Inspection of Tensile Membrane Structures	5	EA	\$ 16,000.00	\$ 80,000.00	\$ 10,000.00	\$ 50,000.00	\$ 10,866.00	\$ 54,330.00
SUB TOTAL (ALTERNATE BID #1)				\$ 80,000.00		\$ 50,000.00		\$ 54,330.00	
Total Base Bid				\$ 883,718.00		\$ 530,000.00		\$ 629,000.00	
Total Base Bid + Alternate #1				\$ 963,718.00		\$ 580,000.00		\$ 683,330.00	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above to the best of my knowledge and belief.



7/14/2022

Andrew Levens, P.E. - Engineering Manager

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Gus Wesson, Director of Leisure Services
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

Date: July 22, 2022

Re: **Recommendation to Award Contract to Gibson Maintenance, LLC
– Repairs to Jones Park Tensile Structures**

On July 11, 2022, bids were received for the above referenced project. Three (3) bids were received with Gibson Maintenance, LLC considered as the lowest bidder in the amount of \$530,00.00.

This project is designed to repair the two tensile structures at Jones Park. The cost of construction for this project is funded By FEMA Public Assistance for Hurricane Zeta. The City will be responsible for 5% of the overall costs after reimbursement.

I recommend approval of this contract.

Attachments:

1. Letter dated July 21, 2022 from Andrew Levens
2. Bid Tabulation
3. Contract



July 21, 2022

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

**Re: Repairs to Jones Park Tensile Structures
Recommendation for Contract Award**

Dear Mr. Miller:

Per your authorization, three (3) bids were received on July 11, 2022, for the subject project. We accepted bid prices for a total base bid and one (1) additive alternate that added five (5) yearly inspections to the contract. Gibson Maintenance, LLC submitted the lowest base bid. The total costs for base bid and alternate are the following amounts:

Base Bid – Repairs to Jones Park Tensile Structures:	\$530,000.00
Total Base Bid + Alternate #1	\$580,000.00

We recommend the City of Gulfport award the Base Bid contract to Gibson Maintenances, LLC for \$530,000 to repair the tensile structures at Jones Park.

We appreciate the opportunity to provide these services to the City of Gulfport. If you have any questions on this recommendation, please contact me at 228-396-0486.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC



7/21/2022

Andrew Levens, P.E.
Engineering Manager

Repairs To Jones Park Tensile Structures

Bid Tabulation

Bid Opening: July 11, 2022 at 10:00 AM

BID SCHEDULE

				Signature Structures LLC		Gibson Maintenance, LLC		Gulf Coast Solutions, LLC	
<u>No.</u>	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>
1	Repair Two Tensile Membrane Structures	1	LS	\$ 883,718.00	\$ 883,718.00	\$ 530,000.00	\$ 530,000.00	\$ 629,000.00	\$ 629,000.00
TOTAL BASE BID				\$ 883,718.00		\$ 530,000.00		\$ 629,000.00	

ALTERNATE BID

<u>NO.</u>	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Unit Price</u>	<u>Extension</u>
1	Yearly Inspection of Tensile Membrane Structures	5	EA	\$ 16,000.00	\$ 80,000.00	\$ 10,000.00	\$ 50,000.00	\$ 10,866.00	\$ 54,330.00
SUB TOTAL (ALTERNATE BID #1)				\$ 80,000.00		\$ 50,000.00		\$ 54,330.00	
Total Base Bid				\$ 883,718.00		\$ 530,000.00		\$ 629,000.00	
Total Base Bid + Alternate #1				\$ 963,718.00		\$ 580,000.00		\$ 683,330.00	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above to the best of my knowledge and belief.



7/14/2022

Andrew Levens, P.E. - Engineering Manager

**STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR ON THE BASIS OF
A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2022, by and between **CITY OF GULFPORT** (hereinafter called **OWNER**) and _____ **GIBSON MAINTENANCE, LLC** (hereinafter called **CONTRACTOR**).

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

Article 1. WORK.

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

REPAIRS TO JONES PARK TENSILE STRUCTURES

The City of Gulfport is seeking to award a contract for the repair of two (2) tensile structure membrane pavilions that were damaged during Hurricane Zeta. A maintenance agreement and warranty will be provided by the Contractor.

Article 2. ENGINEER.

The Project has been designed by:

Covington Civil and Environmental
2510 14TH Street, Suite 1010
Gulfport, Mississippi 39501

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

Article 3. CONTRACT TIME.

3.1. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of Owner and to fully complete the project within One Hundred Eighty (180) calendar days thereafter.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the total amount authorized by the addition of the unit prices for the work authorizations in accordance with CONTRACTOR's Bid Proposal dated July 11, 2022.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

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

5.1.1. Prior to Substantial Completion, progress payments may be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

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

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

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear

interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph S C - 5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or

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

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages 1 to 6, inclusive).
- 8.2. Exhibits to this Agreement.
- 8.3. Performance, Payment, and other Bonds consisting of eight (8) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 77, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 10, inclusive).
- 8.7. Specifications bearing the title:

REPAIRS TO JONES PARK TENSILE STRUCTURES

and consisting of 2 divisions, as listed in table of contents thereof.

- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 3, inclusive, with each sheet bearing the following general title: Repairs to Jones Park Tensile Structures.
- 8.9. Addenda numbers 0 to 0 , inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 3, inclusive)
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
- 9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- 9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
- 9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on _____, 2022, (which is the effective Date of the Agreement).

OWNER:
City of Gulfport

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
P.O. Box 1780
Gulfport, MS 39502

Address for giving notices:

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

Certificate of Responsibility

No. _____

Agent for service of process:

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD TO
_____ FOR MUNICIPAL DEPOSITORY BANKING SERVICES,
AND FOR RELATED PURPOSES**

WHEREAS, pursuant to *Miss. Code Ann. § 27-105-305* and *Miss. Code Ann. § 27-105-353*, as amended, the Governing Authority for the City of Gulfport, Mississippi previously authorized the solicitation for “bids or proposals” associated with banking depository services for the City on November 16, 2021, with such “bids or proposals for the same being submitted on or prior to December 17, 2021; and

WHEREAS, such bids / proposals were subsequently opened, evaluated, and submitted to the City’s Governing Authority; and

WHEREAS, the Governing Authority later gave authority for a re-solicitation of bids / proposals for banking depository services on April 5, 2022, with bids / proposals to be submitted by April 27, 2022; and

WHEREAS, it is apparent to the Governing Authority that there were questions concerning the type of notice that would be made in conjunction with this re-solicitation of bids / proposals in April 2022 and confusion that could arise from the same; and

WHEREAS, in an effort to balance fairness and equity in this process, while also mindful of the objectives to be achieved for the public’s benefit by way of the bid / proposal process required by Mississippi law, the Governing Authority authorized re-advertisement/solicitation of bids / proposals on June 7, 2022, finding that the most prudent course of action in light of the involvement of public funds was that the foregoing bids / proposals

previously submitted in conjunction with the advertisement and solicitation of bids / proposals authorized on November 16, 2021, and April 5, 2022, should be rejected and the City's purchasing agent and Administration given authority to re-advertise and solicit bids / proposals for banking depository services; and

WHEREAS, pursuant to such authority, the City advertised and solicited for bids / proposals for the aforementioned services on June 8 and 15, 2022, and received bids / proposals from [REDACTED] financial institutions; and

WHEREAS, these bids/proposals were subsequently graded by a committee in accord with the grading criteria set forth in the "Request for Proposals" and, thereafter, were re-evaluated to account for the active management of excess funds and the readily available cash needs of the City, from which [REDACTED] was determined to be the most suitable financial institution to meet the needs of the City and is therefore recommended to the governing authority by the selection committee as being in the City's best interest to select (See Exhibit "A" attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to select [REDACTED] and to enter into such agreement or agreements with [REDACTED] as are necessary to fully implement said services, including agreements related to credit cards, for the provision of municipal depository banking services for 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 recommendation of the selection committee be accepted and that _____ be and it is hereby selected as the City's financial institution for municipal depository banking services.

SECTION 3. That the Mayor be, and he is hereby, authorized to execute said agreements, after the same have been reviewed and approved by the Legal Department, and to deliver the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2022.

APPROVED:

MAYOR

CITY OF GULFPORT
PROPOSED SUBSTANTIAL AMENDMENT
For Prior Years Action Plans 2019, 2020, 2021
and Proposed Use of CDBG
funding for 2022 and 2023
5-Year Consolidated Plan Citizen Input
HOME ARPA 2021 Plan Citizen input

The City of Gulfport is proposing to reallocate its prior years unused CDBG 2019, 2020 and 2021 funding and anticipates utilizing its future annual 2022 and 2023 CDBG Allocations for a new project, Urban Renewal Streetscape Improvements. The proposed project is located in and around the neighborhood known as the "Quarters".

Gulfport City Council Designation:

April 3, 2018 – City Council designated Urban Renewal Areas within the City, declaring blighted areas under the Urban Renewal Act.

May 8, 2018 – City Council designated and approved an Urban Renewal District for "the Quarters Historic Minority Business District and Empowerment Zone".

August 18, 2020 – City Council approved the Urban Renewal Plan for the Quarters Historic Minority Business District and Empowerment Zone Project 2018.

September 8, 2020 – City Council designated and approved the expansion of the Gulfport Main Street Association Boundaries to include the Quarters Historic Minority Business District and Empowerment Zone area.

Scope of Work:

The City proposes to utilize CDBG funding for infrastructure and street improvements, such as drainage, street paving, sidewalks, curbs, streetlights, safety lighting, signage, and landscaping, engineering, design, environmental review. All CDBG construction will be within the City's right-of-way, with no proposed easements or acquisitions.

The proposed scope will be performed in phases, as funds allow, over the next two to three years.

Phase I – Engineering, Design, Environmental Review (for the entire district)

Construction: 18th St to 21st Street (between 30th Ave and 33rd Ave)
31st Ave, 32nd Ave, Tom Cat Alley, Paradise Alley
(between 18th St and 21st St)

Phase I and Phase II will expand out from the above areas and be determined by funding allowance.

Location of Proposed Areas:

(Map Attached)

Proposed CDBG Budget Amendments

2019 CDBG Grant Balance	\$ 560,480.00
2020 CDBG Grant Allocation	\$ 722,195.00
2021 CDBG Grant Allocation	\$ 736,607.00
2022 CDBG Grant Allocation	\$ 780,718.00
2023 CDBG Grant Allocation (unknown)	\$

Total Proposed CDBG \$2,800,000.00

CDBG National Objective and Eligibility

To be eligible for CDBG funding a project must first meet at least one of three National Objectives.

- Benefits to Low and Moderate Income Persons
- Prevention and or Elimination of Slums and Blight
- Meeting other Community Needs having a particular urgency (i.e., Hurricane, Coronavirus)

Eligibility- Proposed scope is eligible under 24 CFR 570.201(c) - Eligible Activities

Documenting Low and Moderate Income Benefits

- Low and Moderate Income Area (Service Area must be at least 51% low and moderate income residential, based on the latest census data provided by HUD. The neighborhood characteristics within the designated district, and includes one block on either side are:
 - Residential - 56%
 - Commercial - 9%
 - Houses of Worship - 3%
 - Undeveloped Lots - 32%
- The latest data utilized by HUD is the American Community Survey 2013-2017 updated 5/21/2021 in HUD's Integrated Disbursement and Information Software. The included census data map was derived from HUD CPD Mapping system, which indicates a service radius around a beginning point (Gulfport Job Corp site) and calculates the Census Tracts and Block Groups within the service area.

Total Overall Low and Moderate Income Area = 66.01% LMA
Total population 2045
Total Low/Mod Population 1350

Census Tract 002300 Block Group 1 87.76% LMA
Total Population 490

Total Low/Mod Population 430

Census Tract 002300 Block Group 2 53.52% LMA

Total Population 795

Total Low/Mod Population 505

Census Tract 002300 Block Group 3 54.61% LMA

Total Population 760

Total Low/Mod Population 415

Other Proposed Activities within the service area, not utilizing CDBG funding.

- Reconstruction of the Gulfport Job Corp School -3300 20th Avenue. Approximately \$30 million to rebuild this school destroyed by Hurricane Katrina, funded by the Department of Labor. Construction is underway with completion in 2024.
- Urban Renewal Plan for the Quarters Historic Minority Business District, adopted by City Council in May 2018, and the Greater Downtown Urban Renewal Improvement District adopted in August 2020.

City Justification for utilizing CDBG funds for proposed project and location

The City is aware that CDBG funding can be utilized in low and moderate-income neighborhoods as designated by Census Tract Block Group as approved by HUD Low and Moderate Income Summary Data (LMISD) Council. Currently the City has seven (7) Council Wards, and 6 of the 7 wards have designated low- and moderate-income areas (LMA) as per the latest HUD IDIS census data updated 5/21/21 and recertified on 6/15/22. Historically the City has spread its CDBG project funding within the eligible low and moderate-income areas, with the majority distributed between Wards 1 and Wards 3, the two Wards with the highest concentration of low and moderate-income minority neighborhoods. Over the past 20 years both Ward 1 and Ward 3 have received the bulk of the CDBG funding with \$4,590,672.00 and \$5,118,598.00 respectively.

In 2018 the City designated six areas of the City as slum and blight with a need for renewal. One of those areas was the Quarters in Ward 1. The service area encompasses three census tracts and block groups. Overall, the area is 66.01% low and moderate-income citizens. The largest concentration of CDBG proposed scope of work is located in Census Tract 002300, Block Group 1 with 87.76% low and moderate income. The Quarters neighborhood district has not received any CDBG funding, or at least in the last 25 years as per documented records. The City proposes to utilize available multi-year CDBG funding to make an impact on the neighborhood at one time, versus doing a street at a time over numerous years.

The City has heard the numerous citizens' concerns on the need to split the funding, as it always has in the past, and acknowledges that there are other areas of the city just as deserving of assistance and there are other neighborhoods that may not have received prior CDBG funding or have not been assisted in several years. This is not a "money grab" for funding over one area or numerous areas of the city, nor is it a permanent utilization of CDBG funds, just the city utilizing enough funds to make a difference. In order to ensure that the city continues to receive these annual funds, the current funds must be expended.

Citizen Participation and Public Hearing

A Public Hearing on the Proposed CDBG Substantial Amendment, along with proposed input into the 5-Year Consolidated Plans for CDBG and HOME and the proposed usage of HOME ARPA 2021, is to be held on **Thursday, June 30, 2022, at 6:00 p.m.** in the City Council Chambers, 2309 15th Street, Gulfport, MS.

For those persons who may require special accommodations, please contact us at least three days prior to public hearing at 228-868-5705, ext. 6545. Comments and surveys may be submitted to Community Development in writing to 1410 24th Avenue, Gulfport, MS, or email to communitydevelopment@gulfport-ms.gov. Notices and surveys are available on the City of Gulfport Website at www.gulfport-ms.gov. Public hearing notice advertised in the Sun Herald on 6/21/22. In addition the City mailed over 250 notices to addresses within the Quarters neighborhood and to 60 citizens, local governments, non-profits and businesses on the department's mailing list.

Citizen Comments

A public hearing was held on June 30, 2022 between 6:00 p.m. and 8:00 p.m. 40 people attended, as well as City of Gulfport representatives: Ella Holmes-Hines, Councilwoman Ward 3; Mr. Kenneth "Truck" Casey, Councilman Ward 1; Karen McCarty, Federal Programs Administrator; Sheena Robinson-Gill, Grants Accounting Specialist; and Wayne Miller, Director of Public Works.

The minutes from the meeting are attached.

Written comments and surveys received:

To date 153 written comments were received with the same sentiment. (sample of several comments attached). All comments and surveys will be submitted to HUD with the Substantial Amendment and 5-year plan through its internet portal "IDIS – Integrated Disbursement and Informational System".

(A) Five Year Consolidated Plan

Opposed changing 5-year consolidated CDBG plan for one (1) community the "Quarters

Project". Please address senior, youth, infrastructure, housing repair, anti-crime programs and job creation.

(B) CDBG Substantial Amendment

We are opposed to taking all the 2019-2021 funding for economic development to go to the "Quarter Project". We support the CDBG funding to be split evenly between both majority minority low to moderate income wards (Ward 1 and Ward 3).

(C) HOME ARPA 2021

Home ARPA 2021 should go to assist women/children, domestic violence, rental assistance, homeless prevention and housing counseling.

Surveys (5-year Consolidated Plan Needs Assessment and HOME ARPA needs assessment).

The city received 8 completed surveys for the Consolidated plan and 9 surveys for the HOME ARPA funding.

The overall consensus for the 5-year consolidated plan was that the highest needs for the City were all the types of community facilities, infrastructure, special needs services, community services, neighborhood services, businesses, jobs, and housing. Specific priorities were reliable transportation, affordable senior housing, upgrading infrastructure, and return recreation centers to the neighborhoods.

HOME ARPA – Of the 9 surveys returned (citizens), the views ranged from (majority) high priority for all eligible activities, (development of affordable housing, rental assistance, services and non-congregate housing), to the lowest priority for non-congregate housing and rental assistance.

Public Hearing June 30, 2022 Minutes
Meeting held at 2309 15th Street
Gulfport City Council Chambers, 2nd Floor
6:00 p.m. to 8:00 p.m.

Over 41 people attended the meeting. 41 signed the attendance sheet, but several attendees did not. Each attendee received a package that contained the agenda, overview of the 2022-2026 Consolidated Plan, overview of CDBG and HOME Programs, eligible activities of each program, city ward map with low income designated areas, survey for consolidated plan input, overview of proposed CDBG Substantial Amendment, HOME ARPA survey and Citizen Comment Sheet.

Below is an overview of the minutes to the meeting. The meeting was recorded and notes taken by Community Development staff. Due to more than one person talking at a time and not identifying themselves, most commenters are identified as Citizen.

- Karen McCarty explaining the HUD programs and the main goals of the HUD Programs.
- Karen McCarty gives examples of what CDBG funds can be used for.
- Karen McCarty talks about the current HOME program for first time homebuyers.
- Ella Holmes- Hines asks about requirements and income restrictions for homebuyers program.
- Karen McCarty explains all requirements for HOME program.
- Karen McCarty talks about the Consolidated Plan & Action Plan, and the survey that needs to be completed to return to HUD.
- Karen McCarty talks about the amount of funding that is received from CDBG from 2019 until now.
- Karen McCarty tells the public about the city purposing to do drainage, street paving, sidewalks, curbs, streetlights, safety lighting, signage, and landscaping in what we call The Quarters Historic Minority Business District and Empowerment Zone.
- Kenneth Casey explains to public how the Quarters used to be a thriving community.
- Kenneth Casey tells the business owners that this funding is not the same as the facade funding that some of them have filled out applications for already.
- Kenneth Casey explains to public that we are here because we have to have a public hearing so the public can fill out the paperwork, and get their feedback as to how they think the CDBG funding should be spent.
- Kenneth Casey says he has his mind set on developing the Quarters, it shouldn't be blighted.
- Citizen #1 asks why is the CDBG funding only going to one location? Throughout his life he's always known it to be split up. Why can't it be split up like it's always been? Citizen

also asks are developers coming in? Citizen says it is very unfair to take all the funding and put in one location. The last meeting he went to, it was stated that the plans were to connect the Quarters to downtown, then it will be a business district. Then next it will be gentrified.

- Kenneth Casey states that it is about rebuilding the black businesses in the Quarters.
- Citizen #1 states that the CDBG funds should be spent on rebuilding the houses and infrastructure for residents, not for businesses. Citizen states that it is not right to take all that money and put in one location.
- Citizen #2 says to Casey you say this decision has already been made, so we are here to decide if you are going to get all of our money?
- Casey responds with yes the council has already voted on it, but the final decision has not been made, and to fill the paperwork out to return to HUD. This will let them know who supports it and who doesn't support it.
- Citizen #2 states that we all are in blighted areas. I am happy that the Quarters is getting this money to beautify around the Job Corp, but what about the Soria City & Magnolia Grove kids? When they leave Job Corp with all that beauty, they have to see all the blight in the neighborhoods. They don't have community centers, parks, or sidewalks to walk on. This is unfair
- Citizen #3 I have worked with grants before, Ward 1 should not get all that money. Ward 3 needs problems with flooding fixed. You say it has been decided, but everything can be amended. We need to be reasonable here, Job Corp is being funded from another source so that 3 million has nothing to do with the Job Corps.
- Citizen #4 this funding should not go to all one place. I live in North Gulfport, and when it rains like it did last night, all the water from Hwy 49 goes up under my house. I've leveled my house twice, and it needs to be done a third time.
- Citizen #5 I took this map and walked the area, you are proposing to bring the quarters back, most of the property there is owned by investors, that actually either want to buy or sell. The project that you say is a come-up will benefit very few people that live in the Quarters. That money is really going to aid investors. This has zero benefit to the ones who live there.
- Citizen #6 This funding needs to go towards Ward 3. I have water coming in my house when it rains heavily.
- Citizen #7 First of all you all said you have made a decision, the council, and I don't see all the council members here, second of all it has this hearing been posted in the paper, third of all can you tell me the number of businesses in the quarters? I used to work for the city for leisure services, and we did a lot of parks for the kids, but most of them have been taken from us. Same thing for the community centers, you can't even rent the building because the cost is so high.

- Citizen #8 the merger should've been done because we need help in our community but you guys still ignoring us. It's a shame we can't get people on the board of anything. You guys want to keep us divided and arguing.
- Citizen #9 We been having the conversation since Harbor Square, money was supposed to come to The Quarters, Soria City, and Turkey Creek, but the money never came. If we are only lifting up one community what good is that? We need to go back to the drawing board. Maybe we need to sit down and see what we can do to help all these communities. This meeting is kind of late, we should have a meeting before plans are made.
- Citizen # 10 I'm an accountant why can't we split this money up to help all of us. As a black business woman. Where is that money? As a resident Where is that money? As a non-profit where is that money? I live in North Gulfport. I'm tired of splashing in puddles to get home.
- Citizen #11 How did we come about CDBG money in the first place? If they looked at all the blighted area to come up with the sum of money we receive why can't that money go back to all the blighted areas?
- Citizen #12 If this is not a done deal what is the next step?
- Karen McCarty answers with filing out the paperwork and getting the input of the community as to what they think the city needs. Then it will be sent to Jackson and they review it. Jackson will tell the city ok you have done everything you needed to do, the city can do it this way and why they are doing it this way. City Council still has the final say so. Deadline 10/31 but we will have to extend that.
- Ella Holmes-Hines explains that she will not stand for Ward 3 not receiving any funding at all. I support the Quarters, I also support Magnolia Grove Village Green, North Gulfport East and West side. I have a brand new school in North Gulfport, they want sidewalks. I have North Park and by the time they finish it will be worth over 30 million dollars they need the water off the street so they can get to the 30 million dollar homes. Everyone in the community needs something, you can't just give the money to one community. I'm not against the Quarters, but a zero to Ward 3 will not happen will I'm breathing. If I let Ward 3 have zero what type of leadership is that? Karen gets to this point every year and every year I give her my list twice a year. When I get angry enough I send it to HUD in Jackson, but this time I have a democratic president. I can do something with this one. It should be we do it the way we have always done it and we share the money. Giving all the money to one place is not the way we do it in African-American communities. I have 10 community neighborhoods. We keep saying the council has already approved it, the council has not approved it. The things that happened in 2018, 2020, there was no money assigned to anything then. This money just came into play now, and the scope of work keeps changing, and it's going to keep changing. We need to fill out the paperwork, make sure you let them know we support the Quarter, but they can't get 100%.

- Citizen #13 Mr. Casey are you willing to work with Ms. Ella to share this money in both the Wards?
- Casey responds he always has.
- Citizen #14 Once we fill this paper out, is it going to really matter?
- Holmes-Hines says Yes, it will definitely matter
- Citizen #14 Once you get your half you will still inform us of how it is spent?
- Holmes-Hines says Yes, I will still let the community know where it is spent.
- Citizen #15 I feel this money should definitely be split, Soria City hasn't received any funding in 10 years, its time.
- Holmes-Hines says I believe we can work this out and everyone gets funding to help with their needs
- Citizen #16 Well that funding is only a start it won't fix everything. Will there be more money?
- Holmes-Hines says we have ARPA money, MIMA money, BP money, funding coming from everywhere.

Written comments and surveys received:

To date 153 written comments were received with the same sentiment. (sample of several comments attached). All comments and surveys will be submitted to HUD with the Substantial Amendment and 5-year plan through its internet portal "IDIS – Integrated Disbursement and Informational System".

(A) Five Year Consolidated Plan

Opposed changing 5-year consolidated CDBG plan for one (1) community the "Quarters Project". Please address senior, youth, infrastructure, housing repair, anti-crime programs and job creation.

(B) CDBG Substantial Amendment

We are opposed to taking all the 2019-2021 funding for economic development to go to the "Quarter Project". We support the CDBG funding to be split evenly between both majority minority low to moderate income wards (Ward 1 and Ward 3).

(C) HOME ARPA 2021

Home ARPA 2021 should go to assist women/children, domestic violence, rental assistance, homeless prevention and housing counseling.

Surveys (5-year Consolidated Plan Needs Assessment and HOME ARPA needs assessment).

The city received 8 completed surveys for the Consolidated plan and 9 surveys for the HOME

ARPA funding.

The overall consensus for the 5-year consolidated plan was that the highest needs for the City were all the types of community facilities, infrastructure, special needs services, community services, neighborhood services, businesses, jobs, and housing. Specific priorities were reliable transportation, affordable senior housing, upgrading infrastructure, and return recreation centers to the neighborhoods.

HOME ARPA – Of the 9 surveys returned (citizens), the views ranged from (majority) high priority for all eligible activities, (development of affordable housing, rental assistance, services and non-congregate housing), to the lowest priority for non-congregate housing and rental assistance.

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Sandra Wyche	3525 Nunnally St. Sx	228-229-6635	WycheSandra@gmail.com
Tanya Barnes	4905 Old Pass Rd. Gpt MS 3953	228-313-3771	tanjaquif@bellsouth.net
LaTanya Porter	3717 3rd Ave. Gpt. MS 3951	228-282-1914	JustLaPorte@gmail.com
Shermaine Reynolds	508 Nunnally Ave. Gulfport	228-861-7717	Facebook
Andrew P. Davis	1908 30th Ave. Gpt	228-868-6036	taylorharrisrx@aol.com
Shirley Bullard-Cassey	1437 Genevieve Dr. Gpt	228-324-4194	Sbullard3@yahoo.com
W. Lancey Evans	4019 Arkansas Ave Apt	228-297-6888	
May Butler	1904 18th Ave.	228-234-8655	bolungetty@yahoo.com
Brittany Quince	1906 28th Ave	678-522-5201	BoQuince13@gmail.com
Helen Evans	1910 28th Ave	803-8113	JTHatFuneral@bellsouth.net

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Betty Ewing	3318 39 th Ave B/02	228-331-5251	
Chad H. H.	1410 Benvenue Dr	228-383-4198	
Paul R.	3528 - 21st St	83-6885	
M. M.	1903 31st Ave	860-1016	
Meagan Parker	19 Linda Ln. Long Beach	265-4568	
Walden H. Smith	8261 Arkansas Ave	228-223-193	Walden H. Smith - 228-223-193
Sevon Vonten	1915 31st Ave.	228-365-4481	elaineslounge@gmail.com
Shirley W. W.	9245 Crandall Rd #102	228-424-7131	
Eric Cooper	1607 - 19th St	228-437-334	
Shirley W.	1607 - 19th St	228-333-2297	

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Victoria Sharpe	1223 23rd Street, Gpt, MS	228-234-0224	VSharpebell@msk.net
Sam Edward Arnold	3012 21st St. Gpt. MS	228-313-0095	sam@edwardarnold.org
Justin Walker		601 757-3197	justin.walker@valkoet.com
HELEN EVANS	1910-31st AVE. GPT, MS	228-863-8113	
Monica Walker	3403 Sabine St - Gpt	228-806-2840	monica@vol.com
Ruth Robinson	1345 19th St Gpt	773-988-6417	ruthrobinson1339@gmail.com
Kstella D'ibler	2412-19th St. Gpt	228-617-6173	
Atty. Gen. Test	1912-33rd Ave Gpt		
Eric Plunkett	14370 Rippy Rd	2404600356	
Rozella Juey Darden	14384 Rppd R	—	

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Danny Young	11723 West R. R. Ave. Apt		Kerryansr@yahoo
Candice L ELLA Holmes Hines	PO Box 2425 Gpt. MS	(228) 277-0562	ehines@gulfport-ms.gov
Angela Ellis	3000 55 th Ave Gpt MS	(228) 213-7408	Angelaellis97101@gmail.com
Braxton Ellor	11		
Shantea Cooper	1607-19 th St		
Chris Figner	1600 24 th Ave Gpt	863-3095	
Naren McCarty	7025 Fredenue Rd (Comm. Dev.) Gulfport	868-5705	Kneecass4@gulfport-ms.gov

[illegible]

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE CONSOLIDATED PLAN CDBG AND HOME
2019—2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

The City of Gulfport is in the process of soliciting citizen and stakeholder input for its proposed 2022-2026 Five Year Consolidated Plan for CDBG and HOME Programs. Proposed Substantial Amendments to its 2019-2021 Action Plans, and input to the usage of one-time allocation of 2021 HOME American Rescue Plan Act funding. Any input you have concerning the housing and/or non-housing community development needs of the City of Gulfport are valued and will be considered during this process

Name Marwick Stephens Phone (228) 731-5634
Organization Represented (If applicable) Citizen
Address 400 Elgarden Road Apt. 18 39507

- ☒ A CDBG – HOME 5 YEAR CONSOLIDATED PLANS
☐ B CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
☐ C HOME ARPA 2021

COMMENTS (A) We are opposed to changing the 5-year consolidated CDBG Plan for one (1) community;
the "Quarters Project". Please address the following programs: Senior and Youth, Infrastructure Housing
Repairs, Job Creations, and Anti-Crime. (B) We are opposed to taking ALL the 2019-2021 funding for
economic development; the "Quarters Project". We support the CDBG funding to be split between
both majority-minority and low-to-moderate income Wards (Ward One (1) and Ward Three (3)).
(C) Home ARPA 2021 should go to assisting women and children; domestic violence; rental assistance;
homeless prevention; housing counseling; and tenant-based rental assistance programs.

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE CONSOLIDATED PLAN CDBG AND HOME
2019—2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

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Name Sandra Wycho Phone 228-229-6635

Organization Represented (If applicable) _____

Address 3525 Nunnally Street Apt, MS 39501

- ☐ A CDBG – HOME 5 YEAR CONSOLIDATED PLANS
☐ B CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
☐ C HOME ARPA 2021

COMMENTS (A) We are opposed to changing the 5-year consolidated CDBG Plan for one (1) community;
the "Quarters Project". Please address the following programs: Senior and Youth, Infrastructure Housing
Repairs, Job Creations, and Anti-Crime. (B) We are opposed to taking ALL the 2019-2021 funding for
economic development; the "Quarters Project". We support the CDBG funding to be split between
both majority-minority and low-to-moderate income Wards (Ward One (1) and Ward Three (3)).
(C) Home ARPA 2021 should go to assisting women and children; domestic violence; rental assistance;
homeless prevention; housing counseling; and tenant-based rental assistance programs.

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CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

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Name It's All About Nays Kids Inc Phone 228/239/8655

Organization Represented (if applicable) Nathan (Nay) Baker

Address P.O. Box 1581 GPT. MS. 39502

(A) ☒
(B) ☒
(C) ☒

CDBG-HOME 5 YEAR CONSOLIDATED PLANS
CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
HOME ARPA 2021

COMMENTS: ^(B) We are opposed to taking all the 2019-2021 funding for economic development "Quarter Project" We support the funding CDBG to be split between Both Majority Minority Low/Moderate Wards (Ward 1 and Ward 3) ^(C) Home ARPA 2021 should go to assist Women/Children Domestic Violence, Rental Assistance, Homeless Prevention Housing Counseling, Tenant based. ^(A) Opposed Changing 5 year Consolidate CDBG Plan for one (1) Community "Quarter Project" Please address: Seniors, Youth, Infrastructural, Housing Repairs, Anti-Crime project Job creator.

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

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Name Henrietta McClendon Magee Phone 228-669-8190

Organization Represented (If applicable) Flaming Star Church

Address 1314 1/2 19th St.

(A) ☒ CDBG-HOME 5 YEAR CONSOLIDATED PLANS
(B) ☒ CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
(C) ☒ HOME ARPA 2021 2019

COMMENTS (A) opposed Changing 5 year Consolidate CDBG Plan for one (1) Community the "Quarters Project"
Please address: Senior, Youth, Infrastructure, housing repair, Anti-Crime programs & Job Creation. (B) We are opposed to taking all the 2019-2021 funding for economic development to go to the "Quarter Project". We support the CDBG funding to be split evenly between Both majority minority Low to moderate income wards (Ward 1 and Ward 3).

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.

(C) Home ARPA 2021 should go to assist women/children, Domestic violence, Rental assistance, homeless prevention & housing Counseling.

Signature Henrietta McClendon Magee

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
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Name Bruce E Johnson Phone 228-868-2874
Organization Represented (if applicable) Morning Star Church
Address 1020 Lewis Ave Gpt, MS 39508

(A) ☒ CDBG-HOME 5 YEAR CONSOLIDATED PLANS
(B) ☒ CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
(C) ☒ HOME ARPA 2021 2019

COMMENTS (A) opposed changing 5 year Consolidate CDBG Plan for one (1) Community the "Quarters Project" please address: Senior, Youth, Infrastructure, housing repair, Anti-Crime programs & Job Creation, (B) We are opposed to taking all the 2019-2021 funding for economic development to go to the "Quarter Project". We support the CDBG funding to be split evenly between Both majority minority Low to moderate income wards (Ward 1 and Ward 3).

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.

(C) Home ARPA 2021 should go to assist women/children, Domestic violence, Rental assistance, homeless prevention & housing Counseling.
Signature: Bruce E Johnson

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

The City of Gulfport is in the process of soliciting citizen and stakeholder input for its proposed 2022-2026 Five Year Consolidated Plan for CDBG and HOME Programs, Proposed Substantial Amendments to its 2019-2021 Action Plans, and input into the usage of one-time allocation of 2021 HOME American Rescue Plan Act funding. Any input you have concerning the housing and/or non-housing community development needs of the City of Gulfport are valued and will be considered during this process.

Name Jenny Whitfield Phone 228 697-0633

Organization Represented (if applicable) Morning Start II

Address 2050 Thornton Ave Gpt. Ms. 39501

☒ CDBG-HOME 5 YEAR CONSOLIDATED PLANS
☒ CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
☐ HOME ARPA 2021 2019

COMMENTS: Monies should be distributed evenly among
all the wards 1 & 3

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.

Jenny Whitfield

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

The City of Gulfport is in the process of soliciting citizen and stakeholder input for its proposed 2022-2026 Five Year Consolidated Plan for CDBG and HOME Programs, Proposed Substantial Amendments to its 2019-2021 Action Plans, and input into the usage of one-time allocation of 2021 HOME American Rescue Plan Act funding. Any input you have concerning the housing and/or non-housing community development needs of the City of Gulfport are valued and will be considered during this process.

Name Freddie Saunders Phone 228 234 8558

Organization Represented (if applicable) Morningstar Baptist Church

Address 2050 Thornton Ave. Gulfport, MS 39501

☒ CDBG-HOME 5 YEAR CONSOLIDATED PLANS
☒ CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
☒ HOME ARPA 2021 2019

COMMENTS: monies should be distributed
evenly among all the wards 1 and 3

Freddie Saunders

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.



Map 2 Urban Renewal District

SYLVESTER DR

33RD AVE

22ND ST

30TH AVE

21ST ST

36TH AVE

32ND AVE

31ST AVE

PARADISE AVE

29TH AVE

35TH AVE

19TH ST

34TH AVE

18TH ST

NORTHWARD DR

FERN AVE

17TH ST



FILE NAME: J:\UrbanRenewal_20180322
PRODUCED: 22 MAR 2018
Produced By: Mike Miller
Division of GIS, City of Gulfport
(228) 868-2179, GIS@gulfport.ms.gov

Legend

- Renewal Area
- City Properties
- City Limit
- Parcel
- Railroad



The map displays the City of Gulfport with three designated Low-Moderate Income (LM Income) areas highlighted in blue. The areas are labeled as follows:

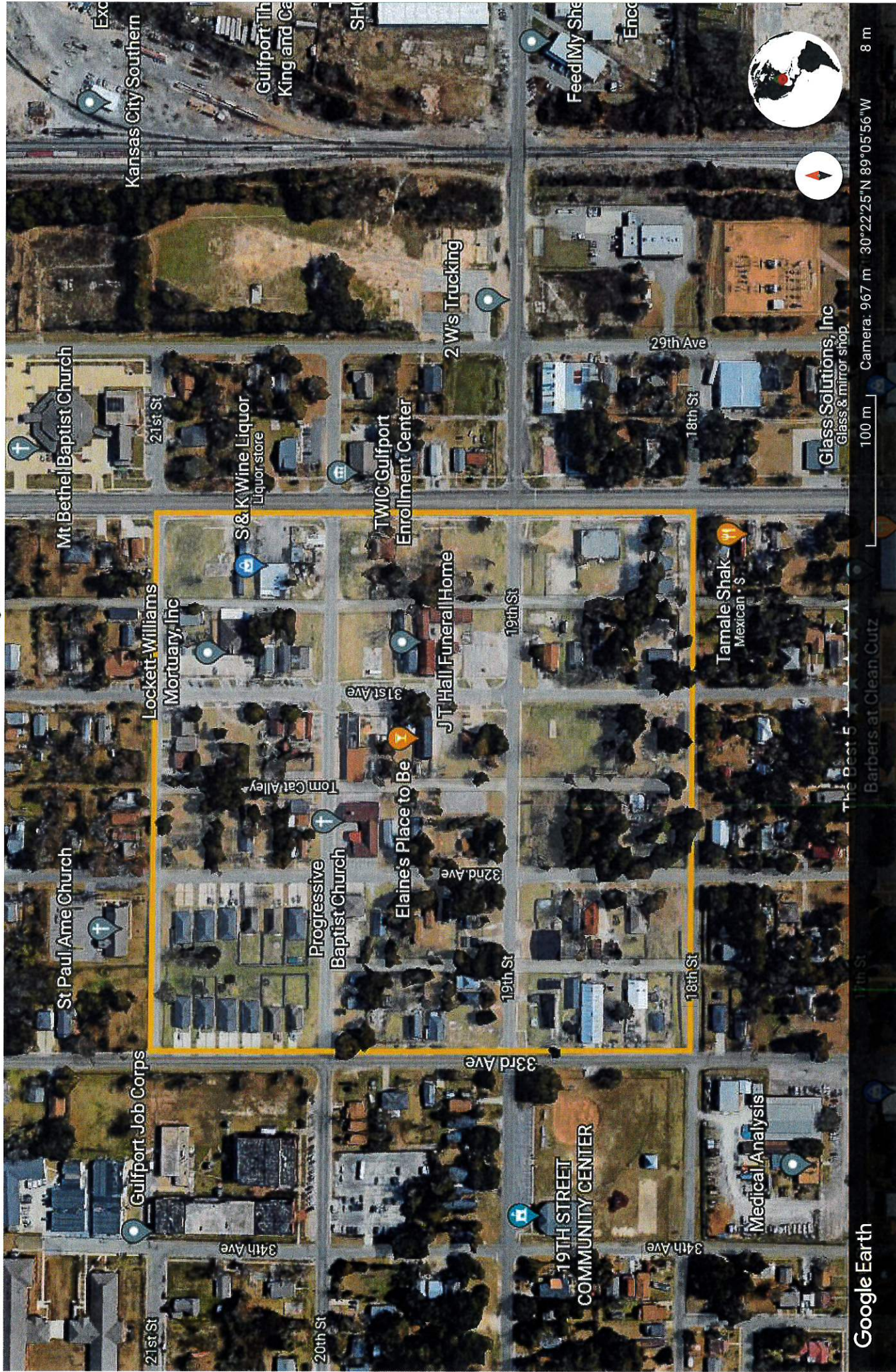
- CT 002300 BG 1 (87.76% LM INCOME)**: Located in the northern part of the city, bounded by 25th Ave to the north, 28th St to the west, and 17th St to the east.
- CT 002300 BG 2 (63.52% LM INCOME)**: Located in the central part of the city, bounded by 33rd Ave to the north, 43rd Ave to the south, 22nd St to the west, and 17th St to the east.
- CT 002300 BG 3 (54.61% LM INCOME)**: Located in the eastern part of the city, bounded by 33rd Ave to the north, 43rd Ave to the south, 17th St to the west, and 11th St to the east.

Key landmarks and streets shown on the map include:

- Streets**: 22nd Ave, 23rd Ave, 24th Ave, 25th Ave, 26th Ave, 27th Ave, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St.
- Landmarks**: Evergreen Garden Cemetery, Memorial Hospital at Gulfport, Jones Park, Greyhound-Gulfport, Kansas City Southern, NCBC Gulfport, Dong Xoai Ave, Morrell Ave, Shields Blvd, Sneed St, Genevieve Dr, Jo Ellen Cir, Stewart Ave, Phoror Ave, Mills Ave, Broad Ave, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St.

11

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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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AND ADOPT THE CITY’S ONE-YEAR ANNUAL ACTION PLAN FOR
FISCAL YEAR 2022 AND THE CITY’S FIVE YEAR CONSOLIDATED PLAN FOR
2022-2026 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
ENTITLEMENT PROGRAM AND HOME CONSORTIUM ENTITLEMENT
PROGRAM FOR SUBMISSION TO THE DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID ACTION
PLAN**

WHEREAS, as FYE 2021 marked the fifth and final year of a five year consolidated plan intended to benefit low-income and moderate-income residents in the City of Gulfport, it is necessary for the City of Gulfport to approve and adopt a new Five Year Consolidated Plan (2022-2026) concerning the City’s participation in the Community Development Block Grant Entitlement Program and the Home Consortium Entitlement Program; and

WHEREAS, it is also necessary for the 2022 One-Year Annual Action Plan to be adopted and the same has been developed in a manner to insure participation by citizens, citizen groups, and agencies, particularly those agencies comprising the institutional structure delivering housing and supportive services to the low and moderate income residents of Gulfport; and

WHEREAS, the proposed 2022 One-Year Annual Action Plan and proposed the Five Year Consolidated Plan for 2022-2026 are attached hereto as Exhibit “A” for your consideration in greater detail.

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 One-Year Annual Action Plan for the Community Development Block Grant Entitlement Program and HOME Consortium Entitlement Program for Fiscal Year 2022 be and the same is hereby approved and adopted in the form as is found in Exhibit “A” to this resolution for submission to the Department of Housing and Urban Development, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the 2022-2026 Five Year Consolidated Plan for the Community Development Block Grant Entitlement Program and HOME Consortium Entitlement Program be and the same is hereby approved and adopted in the form as is found in Exhibit “A” to this resolution for submission to the Department of Housing and Urban Development, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 4. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR

CDBG and HOME Five –Year Consolidated Plan 2022-2026 And 2022 One-Year Action Plan



City of Gulfport, Mississippi



*Billy Hewes, Mayor
City of Gulfport
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Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

As per the requirements of 24 CFR Part 91 and a condition of receiving Community Development Block Grant (CDBG) entitlement funds and Home Investment Partnership Funds (HOME), as Lead-Agency for the HOME Consortium, the City of Gulfport, Mississippi developed its Five-Year Consolidated Plan for the period 2022-2026 in compliance with consolidation of planning and application requirements of the U.S. Department of Housing and Urban Development (HUD) for its four programs to identify the City's and Consortium's housing and community development needs and priorities, and an Annual Action Plan identify how the City plans to allocate its CDBG entitlement and HOME Entitlement allocation to address those priority needs.

All CDBG projects, programs and reporting will be based only on the Data, Income, Projects, for the City of Gulfport.

All data provided in this document is based on system provided Census data and HUD data specifically for the City of Gulfport and the Un-incorporated areas of Harrison County, which comprise of the participating entities of the HOME Consortium. This report will not include any outside data, as data provided especially for Harrison County will include not only the City of Gulfport and the un-incorporated areas, but also the other cities within the county, such as Biloxi, Long Beach, D'Iberville and Pass Christian, and this will over-inflated any data, numbers or percentages for housing related reports.

The Five-Year Plan consist of three sections; identification of housing and community development needs through data assessment; a housing market analysis; and a strategic plan that prioritizes housing and community development needs and identifies strategies the City and Consortium will implement with available HUD resources and other funding over the 2022-2026 period.

The 2022 Annual Action Plan identifies the CDBG and HOME resources expected to be available to address the needs and objectives established in the Consolidated Plan and how these resources will be invested to achieve the City's housing and community development goals and objectives, particularly as

they relate to low and moderate-income residents. Gulfport's program year runs from January 1, 2022 to December 2022.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The objective throughout development of the City of Gulfport's 2022-2026 Consolidated Plan and 2022 Action Plan was to identify the community's priority needs, especially in areas that primarily consist of low to moderate income residents, and to identify how City resources may most effectively be used to address those needs. Provisions of basic services, including improved infrastructure (water, sewer, drainage, alleviate flooding, street and sidewalk improvements, security lighting, and park and recreation improvements in low income areas), improved police and fire safety services; and support to public services addressing homelessness and near homelessness, affordable childcare services, youth education/recreation programs, The need to maximize the effective and efficient use of limited public resources also was identified as a priority outcome. Enhancing the city's existing recreational assets and providing recreational activities for youth was identified as a top community objective, which would expand their use by residents without incurring acquisition costs for new recreation areas. To accomplish objectives and achieve desired outcomes, the City will continue to work to improve communication with and among existing nonprofit service agencies to avoid duplication and address gaps in services.

3. Evaluation of past performance

The City of Gulfport is in good standing with HUD in terms of managing its CDBG Programs and HOME Programs as Lead Agency for the HOME Consortium, as documented by approved Action Plans, CAPERS and compliance with HUD's CDBG 70% expenditure requirements and both programs commitment and/or timeliness of expenditure requirements. Systems and procedures are in place to ensure the effective and efficient implementation of projects as well as compliance with HUD regulations. Programs and projects are continually evaluated to ensure community needs and meeting requirements of the programs.

4. Summary of citizen participation process and consultation process

Letters and local government survey consultations were mailed 6/6/22 to City of Biloxi, City of Long Beach, City of D'Iberville, Harrison County. Letters and homeless survey consultations were mailed to Open Doors Homeless Coalition, Gulf Coast Community Action, South MS AIDS Task Force, Catholic Social Services, Women's Center for Non-Violence, Salvation Army mailed 6/6/22. Letters and Lead

Based Paint Survey Consultation were mailed to Coastal Family Health Center and Coastal Plains Public Health District IX on 6/6/22. Letter and Public Housing Survey Consultation was mailed to Mississippi Regional Housing Authority on June 6, 2022. Con-Plan needs surveys were also included in surveys, the inter-agency meeting and city website.

5. Summary of public comments

A summary of public comments is included at Citizen Participation Comments in this document

6. Summary of comments or views not accepted and the reasons for not accepting them

All oral and written comments received during development of the Consolidated Plan and 2017 Action Plan were reviewed and considered by the City.

7. Summary

Optional

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Gulfport	
CDBG Administrator	Gulfport	Community Development Division
HOPWA Administrator		
HOME Administrator	Gulfport	Community Development Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Gulfport's Community Development Department is the Lead Agency responsible for preparing the Consolidated Plan and for administration of the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (as Lead-Agency for the Gulfport HOME Consortium)

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

As required by HUD regulations and the City of Gulfport citizen participation plan, consulted with public and private agencies and organizations and neighboring local units of government that provide housing and non-housing health and other services to meet the various needs of our low and moderate-income residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To enhance coordination between public and assisted housing providers and private and government health, mental health and service agencies, the City reached out through letters sent via the U.S. Postal Service to invite and encourage their participation in the Consolidated Plan planning and development process. The City also sent letters requesting specific information required for inclusion in the Consolidated Plan.

Letters and local government survey consultations were mailed 6/6/22 to City of Biloxi, City of Long Beach, City of D'Iberville, Harrison County. Letters and homeless survey consultations were also mailed to Open Doors Homeless Coalition, Gulf Coast Community Action, South MS AIDS Task Force, Catholic Social Services, Women's Center for Non-Violence, Salvation Army, Mississippi Regional Housing Authority VIII, Coastal Family Health and Coastal Plains Public Health District IX.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Open Doors Homeless Coalition Continuum of Care is the local Continuum of Care and works with its member agencies, such as the Salvation Army and Back Bay Mission to comprehensively address and end homelessness in Gulfport. Open Doors and the City has meet on numerous occasions regarding the need for services and programs in Gulfport. Open Doors responded to the Homeless Survey request and provided extensive data on the homeless population in Gulfport.

The City of Gulfport does not receive ESG funds but provides support to the efforts of the Continuum of Care to administer its ESG award to best meet the needs of Gulfport residents and CDBG public services funds have been utilized to provide direct financial assistance to Open Doors Coalitions homeless clients.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Neither the City of Gulfport or the Home Consortium receives ESG funds but provides feedback to and supports the efforts of the Continuum of Care to administer its ESG award to best meet the needs of the Jurisdictions citizens.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Open Doors Homeless Coalition
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Open Doors Homeless Coalition completed the homeless survey supplied by the City/Consortium as to the homeless population in the jurisdiction. Open Doors Homeless Coalition has met and assisted the city in providing data and input throughout the year. Open Doors Homeless Coalition provided the most recent data on the Point-in-Time Survey conducted for the jurisdiction. The City is also partnering with Open Doors to provide rental assistance through its CDBG-COVID funding and a partner with the City of Gulfport in conducting the needs and program guidelines for the 2021 HOME American Rescue Plan Act funding received from the Department of Housing and Urban Development.
2	Agency/Group/Organization	Mississippi Regional Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Mississippi Regional Housing Authority and the City of Gulfport meets on a regular basis, reviews and consults with each Annual Plans and Con Plans. Discussions and plans to utilize Tenant based rental assistance funds continue to be in discussion along with partnering between the family self-sufficiency program, Housing Choice Vouchers and HOME Homebuyer Assistance to provide affordable housing to very low income has been successful on numerous occasions.
3	Agency/Group/Organization	BACK BAY MISSION OF BILOXI
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Back Bay Mission and staff meet several times a year to discuss needs, programs, and funding for low income especially housing. Back Bay Mission attended the public meeting held in preparation of the consolidated plan and provided an assessment of the need for housing, especially homeless veterans.

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Open Doors Homeless Coalition	Assist with housing and financial to the homeless and near homeless.
PHA Plan	Mississippi Regional Housing Authority VIII	providing housing to very low, low and moderate income citizens

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Katrina Disaster CDBG Plan	Mississippi Development Authority	utilizing CDBG Disaster for drainage, street improvements and streetscape in majority low income areas
State of Mississippi 5 year Consolidated Plan	Mississippi Development Authority	State wide CDBG and HOME Programs for low and very low income citizens .

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Biloxi and Harrison County provides continuous input and data on an ongoing basis for projects and programs, housing, infrastructure and economic development all during the year. Harrison County provides funding to the City on projects in the city such as drainage, street improvements, ADA compliance, parks and facilities. Invitations to the Con Plan planning meeting were sent to various groups, citizens, local governments representing a various assortment of housing providers, homeless providers, financial institutions, medical organizations, fair housing, neighborhood groups, and citizens. included in the invitation and available at the meeting and online on the City of Gulfport's website was the 2022-2026 Consolidated Plan Survey.

Letters with questionnaires also wwere sent to neighboring jurisdictions, including Harrison County, City of Biloxi, City of Long Beach and City of d'Iberville,, requesting input into the Consolidated Plan about projects or programs that might benefit from a multijurisdictional approach. Inpu from business and civic leaderss also was invited durng city council meetings and the City of Gulfport's website.

Narrative

Optional

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City reaches out to citizens, local governments, local non-profits, financial agencies, local housing providers to participate and

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice of public meeting/public hearing advertised in the Sun Herald on 6/21/22.	no comments received	no comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Internet Outreach	Non-targeted/broad community	Notice of public meeting/public hearing of con plan and action plan input, proposed substantial amendment for prior years, and input for HOME ARPA 2021 Funding. Community needs surveys and comment sheets included on City of Gulfport Website, for three weeks.	a summary of comments are attached	All comments accepted.	www.gulfport-ms.gov
3	U. S Postal Mail	Targeted citizens of Quarters neighborhood	Notice of proposed public meeting regarding 5-year plan, action plan and substantial amendment was mailed to 250 addresses within the proposed Quarters District neighborhood.	no comments received	no comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	U. S Postal Mail	Non-targeted/broad community	Community Development maintains a list of concerned citizens, local non-profits and agencies, local governments and others that received notices concerning programs and information. notices were mailed.	a summary of all comments are attached	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community	Public Hearing held June 30, 2022 6:00p.m. to 8:00 p.m. at the City of Gulfport Council Chambers. Over 40 people attended the public hearing, including Councilwoman Ella Holmes-Hines (Ward 3), Councilman Kenneth "Truck" Casey (Ward 1), Karen McCarty and Sheena Robinson-Gill (Community Development Dept), Wayne Miller (Director of Public Works). Citizen attendance were from both Ward 1 and Ward 3, non-profits and business.	Numerous citizens voiced the almost the same concerns during the public hearing and the weeks afterwards. The consensus was to split the CDBG funding between both Ward 1 and Ward 3. Overview and comments are attached to document.	all comments accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
6	Newspaper Ad	Non-targeted/broad community	5 - year Consolidated plan and substantial amendments advertised 30-day review in the Sun Herald on July 14 2022.	Comments received until August 15, 2022. all comments will be incorporated into plan.	not applicable	
7	Internet Outreach	Non-targeted/broad community	5-year plan and substantial amendment placed on city of Gulfport website for public review and comment.	all comments will be incorporated into the plan.	not applicable	www.gulfport-ms.gov
8	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community	City council approved 5-year plan and substantial amendment draft August 2, 2022 prior to submittal to HUD on	all comments to be included in plan prior to submittal to HUD	no applicable	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The following needs assessment is based on data provided by HUD from the 2013-2017 American Community Survey (ACS), including special compilations (2013-2017 CHAS) prepared for HUD by the U.S. Census Bureau utilizing HUD's income category breakouts. Unless otherwise noted, all tables and data in them were built into the Consolidated Plan template and prepopulated by HUD.

The data covers both the City of Gulfport and Un-incorporated Harrison County.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The information provided below is based on HUD provided data as of the 2013-2017 American Community Survey. This American Community Survey has been updated for 2014-2018, however, this data has not been incorporated into HUD's ECon System as of this report. Once incorporated a revision to the 5-Year Consolidated Plan will be provided to the public.

All data provided in this document is based on system provided Census data and HUD data specifically for the City of Gulfport and the Un-incorporated areas of Harrison County, which comprise of the participating entities of the HOME Consortium. This report will not include any outside data, as data provided especially for Harrison County will include not only the City of Gulfport and the un-incorporated areas, but also the other cities within the county, such as Biloxi, Long Beach, D'Iberville and Pass Christian, and this will over-inflate any data, numbers or percentages for housing related reports.

Demographics	Base Year: 2009	Most Recent Year: 2017	% Change
Population	108,511	123,080	13%
Households	39,708	47,380	19%
Median Income	\$0.00	\$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	6,270	5,255	7,200	4,570	24,085
Small Family Households	2,790	2,010	2,724	2,000	12,995
Large Family Households	613	154	560	485	1,700
Household contains at least one person 62-74 years of age	1,060	1,345	1,460	1,159	5,580
Household contains at least one person age 75 or older	339	709	809	339	1,864
Households with one or more children 6 years old or younger	1,423	912	1,313	960	2,948

Table 6 - Total Households Table

Data Source: 2013-2017 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	25	84	15	35	159	40	4	14	15	73
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	30	20	115	45	210	60	0	15	40	115
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	265	170	105	170	710	15	55	140	15	225
Housing cost burden greater than 50% of income (and none of the above problems)	2,850	1,335	434	0	4,619	1,290	539	515	210	2,554

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	250	940	2,030	450	3,670	303	594	945	760	2,602
Zero/negative Income (and none of the above problems)	259	0	0	0	259	220	0	0	0	220

Table 7 – Housing Problems Table

Data 2013-2017 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,165	1,610	669	240	5,684	1,400	599	675	280	2,954
Having none of four housing problems	659	1,430	2,900	1,590	6,579	580	1,605	2,955	2,465	7,605
Household has negative income, but none of the other housing problems	259	0	0	0	259	220	0	0	0	220

Table 8 – Housing Problems 2

Data 2013-2017 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,665	1,359	1,120	4,144	639	424	509	1,572
Large Related	498	75	284	857	99	24	105	228
Elderly	338	387	167	892	592	468	595	1,655
Other	904	650	1,078	2,632	358	228	348	934
Total need by income	3,405	2,471	2,649	8,525	1,688	1,144	1,557	4,389

Table 9 – Cost Burden > 30%

Data 2013-2017 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,540	870	260	2,670	590	170	225	985
Large Related	403	25	0	428	64	20	105	189
Elderly	323	238	48	609	448	234	150	832
Other	834	305	133	1,272	279	113	124	516
Total need by income	3,100	1,438	441	4,979	1,381	537	604	2,522

Table 10 – Cost Burden > 50%

Data 2013-2017 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	215	174	200	180	769	60	55	100	35	250

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	80	10	20	0	110	15	0	70	20	105
Other, non-family households	0	0	0	35	35	0	0	0	0	0
Total need by income	295	184	220	215	914	75	55	170	55	355

Table 11 – Crowding Information - 1/2

Data 2013-2017 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source
Comments:

Describe the number and type of single person households in need of housing assistance.

HUD table identifies "other", non-family types of households, there are more single renter households with an income between 50 - 80% AMI with a cost burden greater than 30% housing cost burden (1078) compared to those with incomes between 30-50% (650) and 0-30% (904), for a total of 2,632 households in this category. Single person homeowners experiencing a cost burden of more than 30% total 934, with 358 having income between 0-30% AMI, 228 with income between 30-50% AMI and 348 between 50-80% AMI. The total cost burden for singles is second behind small related households and third behind elderly households.

Table 10 identifies "other" category, which includes single person renter households (133) falls behind the largest housing cost burden >50% which is small related families (260). Of the Single Family renter households those in the 0-30% have the second highest cost burden of both renters and homeowners of single family housing behind small family related of both renters and homeowners.. The largest cost burden >50% belongs to the small related renters. Single family homeowners fared better (124) than the small related family (225) and Elderly (150).

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Information not available

What are the most common housing problems?

Housing cost overburden is the most common problem in the Consortium Jurisdiction for both renters and homeowners. Both housing costs and property insurance increased dramatically after Hurricane Katrina. Housing costs and property insurance has dropped in the last several years, but no where near what they were prior to Hurricane Katrina and Income has not increased anywhere near the rate of housing costs. In fact, currently median income for the area has decreased since the HUD provided 2017 American Community Survey. However, basic housing costs, rent and utilities have increased significantly over basic income. HUD 's data states that overcrowding

Are any populations/household types more affected than others by these problems?

According to HUD's data, small related households have the highest cost burden in both the >30% and >50%. (4,144) renters whose income is 0-30% have the greatest burden over 50%; followed by (2,114) renters whose income is 30-50% with a cost burden greater than >30%. There are combined total of (12,914) renters and homeowners whose housing cost burden exceeds >30%. There is a combined total of (7,531) renters and homeowners whose housing cost burden exceeds >50%.

Small related families (5,716) bear the greatest housing cost burden >30% and (3,655) >50% for households whose income is <80% AMI. Again Small related families have the most over crowding (more than one person per room) of both the renters and homeowners.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Extremely low income households (with <30% of or AMI with a housing costs burden greater than 50%) with a severe housing cost burden generally are more at risk of becoming homeless. According to prepopulated data, there are 4,481 persons in this need, 3,100 renters and 1,381 homeowners. Of this total 1,540 were small related renters compared to 590 were small related homeowners, the rest comprised of 403 large related renters, 64 large related homeowners, 323elderly renters, 448 elderly homeowners, other 834 renters and 279 other homeowners.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Consortium Jurisdiction does not provide estimates of its at-risk population

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As with the Consortium Jurisdiction and all other local jurisdictions on the Coast, housing cost burden and low income have been linked with instability and increased risk of homelessness. Non-housing characteristics linked with instability and increased risk of homelessness include mental health, substance abuse and unemployment.

Discussion

Like the other local units of governments on the Mississippi Gulf Coast, the Consortium Jurisdiction is working with Open Doors Homeless Coalition's Continuum of Care to address homelessness, especially for veterans and families with children. Gulfport works with the Open Doors Homeless Coalition by supporting its funding request and technical assistance request applications, sharing information about the local homeless problem, and participating in the Continuum of Care meetings to work towards alleviating homelessness.

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205

(b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The information and data provided below is from the HUD IDIS 2013-2017 Comprehensive Housing Affordability Strategy

Extremely low income: In the 0 – 30% AMI income category, 5,105 or 82% of all the 6,277 households in the City as a whole have one or more of the four-housing problems. The two highest is American Indian, Alaska Native with 100% and Hispanic with 90%, Blacks/African-Americans has 87%, Whites 75% and Asians 72% of this income category experience one or more problems. Even though American Indian/Alaska Natives and Hispanics have a higher percentage of housing problems in this category, there are 20 and 194 households respectively compared to 3,034 Black/African Americans and 2,867 Whites.

Very low income: In the 30-50% of AMI income category, 3,764 or 71% of all the 5,269 households in this income category as a whole have one or more of the four housing problems. 100% of Asians households in this category has at least one of the four housing problems, followed by Blacks/African Americans 83% or 1,734, Hispanics 77% and Whites 63%.

Low Income: In the 50 – 80% of AMI income category, 4,324 or 60% of all the 7,204 households in this income category as a whole have one or more of the four housing problems. Hispanic 73%, Blacks/African Americans and Asians are 65%, with Whites 56%. show a disproportionately greater need than Whites at 56%.

Middle Income: In the 80 – 100% of AMI income category, 1,735 or 38% of the 4,580 households in this category as a whole have one or more of the four housing problems. This is the lowest category in the households under Annual Median Income. 68% of Asians have the greatest percentage of all four housing problems, followed by 36% for Blacks/African American and 36% for Whites and 34% for Hispanics. Both American Indian/Alaska Native and Pacific Islander have no housing issues.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,125	673	479
White	2,155	383	329
Black / African American	2,654	275	105
Asian	65	0	25
American Indian, Alaska Native	20	0	0
Pacific Islander	0	0	10
Hispanic	174	20	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data 2013-2017 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,764	1,505	0
White	1,860	1,100	0
Black / African American	1,734	360	0
Asian	30	0	0
American Indian, Alaska Native	15	10	0
Pacific Islander	0	0	0
Hispanic	119	35	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data 2013-2017 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,324	2,880	0
White	2,279	1,804	0
Black / African American	1,580	869	0
Asian	104	55	0
American Indian, Alaska Native	50	25	0
Pacific Islander	0	0	0
Hispanic	265	100	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data 2013-2017 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,735	2,845	0
White	1,140	1,995	0
Black / African American	315	565	0
Asian	105	50	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	99	194	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data 2013-2017 CHAS
Source:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Optional

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The information and data provided below is from the HUD IDIS 2013-2017 Comprehensive Housing Affordability Strategy

Extremely Low Income: Overall 71% of households or 4,565 the the 6,283 households experience severe housing problems. American Indians/Alaska Native, with 100% of the twenty households have one or more housing problems. Hispanic at 88% followed by Blacks/African Americans 79% , Whites 66% and Asians 50%.

Very Low Income: There is no significant difference between the identified categories with 52% of Blacks/African Americans, 50% of Asians, 49% of Hispanics, and 35% of whites that have one or more of four housing problems.

Low Income: In this category of 50-80% AMI, 19% or 1,344 household experience severe housing problems. Hispanics 40% have the highest disporportionate need, followed by American Indians 27%, Whites 23% and Blacks/African Americans 15%. .

Middle Income – In the category of 80% - 100% AMI, Asians 68% show the highest disproportionate severe housing . There is a significant difference percentage wise between Asians (highest) and Blacks/African American 4%, with Hispanics 19% and Whites 11%. Overall City wide 13% or 520 of 4,575 households in this income category.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,565	1,239	479
White	1,885	649	329
Black / African American	2,404	525	105
Asian	45	20	25

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
American Indian, Alaska Native	20	0	0
Pacific Islander	0	0	10
Hispanic	169	24	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data 2013-2017 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,209	3,035	0
White	1,029	1,925	0
Black / African American	1,085	1,009	0
Asian	15	15	0
American Indian, Alaska Native	0	25	0
Pacific Islander	0	0	0
Hispanic	90	64	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data 2013-2017 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,344	5,855	0
White	774	3,319	0
Black / African American	379	2,069	0
Asian	10	155	0
American Indian, Alaska Native	20	55	0
Pacific Islander	0	0	0
Hispanic	145	220	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data 2013-2017 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	520	4,055	0
White	330	2,795	0
Black / African American	35	850	0
Asian	105	50	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	55	238	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data 2013-2017 CHAS
Source:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Optional

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Approximately 65% of all Gulfport households experience a housing cost burden of less than 30% of household income for housing costs, based on the data provided by HUD in Table 21 - Greater Need: Housing Costs Burden AMI. However, between the racial/ethnic households the percentages vary greatly. Only 46% of Black/African-American households have housing cost that is below the 30% of household incomes. All other racial/ethnic categories fare better, with Hispanics having 61% of households with housing costs less than 30%, Whites with 74%, Asians with 67% and American Indian, Alaska Native with 70% of households that have housing cost burdens under 30% of household income.

Severe Housing Cost Burden: 17% of all households in the City experience a severe housing cost burden, paying more than 50% of household income for housing. Blacks/African-Americans have the highest cost burden >50% with 29% or 3,629 of 12,453 households of other racial or ethnic groups followed by Hispanics with 23% or 415 of 1,781 households. There is a great divide between this racial/ethnic group than the next group which is Whites at 11%, Asians at 13%, American Indian, and Alaska Native at 8%,

Moderate Housing Cost Burden: In this category of housing cost burden between 30-50% of household income, Blacks/African Americans have the highest cost burden of 24% or 3029 of 12,453 households. American Indian/Alaska Native follow with 22% or 55 of 249 households. Asians 17%, Hispanics 15% and Whites 14% are the lowest categories.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	30,770	8,212	7,908	479
White	23,020	4,575	3,690	334
Black / African American	5,690	3,029	3,629	105
Asian	540	139	105	25
American Indian, Alaska Native	174	55	20	0
Pacific Islander	0	0	0	10
Hispanic	1,090	276	415	0

Table 21 – Greater Need: Housing Cost Burdens AMI

Data 2013-2017 CHAS
Source:

Discussion

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Based on the data provided by HUD in Table 21, in the housing cost burden 30-50% Asian households have a disproportionately greater need as an ethnic or racial category. In the housing cost burden 50-80% American Indian/Alaska Native have a near disproportionately greater need as an ethnic or racial category. However small, 100% of all 15 Pacific Islander have a disproportionately greater need as an ethnic or racial category.

If they have needs not identified above, what are those needs?

All needs identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The highest concentration of Hispanics, Blacks/African Americans/Asians who are extremely low and low income Census Tracts areas as identified by HUD in the Gulfport area, there is no significant census tract that is readily identified for Harrison County.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

The HUD provided data from the Public Indian Housing Information Center states there are 756 public housing units in the City of Gulfport. Vouchers comprise of 5,911, of which 293 are project based and 5,567 are tenant based, with 13 special purpose veterans VASH vouchers. The average income for a resident of public housing is \$10,774 and the average income for a resident receiving vouchers is \$11,251, but those veterans with VASH vouchers have the lowest income at \$8,912. Blacks/African Americans comprise the largest race of residents in both public housing (589 or 78%) and vouchers (4467 or 76%). Hispanics only comprised of 5% of residents in public housing and less than 1% of residents with vouchers.

Totals in Use

	Program Type					
	Certificate	Mod-Rehab	Public Housing	Vouchers		Special Purpose Voucher
				Total	Project - based	Tenant - based
# of units vouchers in use	0	0	756	5,911	293	5,567
						13
						0
						0
						0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod- Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	10,774	11,251	9,606	11,300	8,912	0
Average length of stay	0	0	4	3	1	3	0	0
Average Household size	0	0	2	2	2	2	1	0
# Homeless at admission	0	0	5	1	0	1	0	0
# of Elderly Program Participants (>62)	0	0	106	759	54	703	1	0
# of Disabled Families	0	0	169	1,495	60	1,416	7	0
# of Families requesting accessibility features	0	0	756	5,911	293	5,567	13	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod- Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	165	1,399	80	1,307	4	0	0
Black/African American	0	0	589	4,467	211	4,218	8	0	0
Asian	0	0	2	26	0	25	1	0	0
American Indian/Alaska Native	0	0	0	18	1	17	0	0	0
Pacific Islander	0	0	0	1	1	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	40	56	9	47	0	0	0
Not Hispanic	0	0	716	5,855	284	5,520	13	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Information about the needs of public housing applicants is not collected at the time of application. Public housing residents routinely request handicapped bars in restrooms and showers and access ramps etc. Mississippi Regional Housing Authority VIII does not have a separate waiting list for accessible units. Based on the information provided 100% of the families in public housing units requested accessibility features.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

The need identified from the housing authority and the non-profit housing providers was the cost of entering into housing, such as lack of security deposit, and or utility deposits and paying old delinquent utilities remaining from prior housing.

How do these needs compare to the housing needs of the population at large

The consensus seems the same.

Discussion

Optional

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

The CDBG and Home Consortia Jurisdiction area is serviced by the Gulfport/Gulf Coast Continuum of Care. Information on homelessness is provided from the COC 2021 Point in Time Report, HUD 2021 Continuum of Care Homeless Assistance Programs Homeless Population and Subpopulations and Housing Inventory Count Report, along with documentation from Open Doors Homeless Coalition.

The Gulfport/Gulf Coast Continuum of Care covers the six lower counties of Mississippi and includes Harrison County (Gulfport), Hancock County, Jackson County, Pearl River County, Stone County and George County.

Point in Time Count: On January 27, 2021, a Point in Time Count was conducted which resulted in identifying 211 persons as homeless. A total of 144 were unsheltered and 67 were sheltered.

The largest population of homeless is single adults with 68% unsheltered. Males (101) outnumber the Females (43). Of the single adults 94% or 136 of 144 were over the age of 24.

Of the total 211 homeless persons 115 were males and 96 were females. Whites (148) were the highest racial characteristics followed by Blacks/African-Americans (55).

Subpopulations reported: 2 individuals were considered Chronically Homeless; 4 were identified as Severely Mentally Ill; 7 had Chronic Substance Abuse and 23 were Victims of Domestic Violence.

Since the last Consolidated Plan, these numbers have steadily decreased. In 2017 a total of 320 homeless persons were counted, followed by 2013 which counted the largest number of homeless at 591. Since then the number has slowly decreased. However, 211 homeless is 211 too many.

The reports provided did not estimate the number experiencing homelessness each year, the estimate number becoming homeless each year, the estimate number of existing homelessness each year, or the estimate the number of days persons experience homelessness.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	41	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	144	26	0	0	0	0
Chronically Homeless Individuals	2	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Open Doors Homeless Coalition Point in Time Count 1/27/2021

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Summary of homeless persons by subpopulation:

The top three subpopulations of homeless were

Severely Mentally Ill - 4 individuals were identified as severely mentally ill

Chronic Substance Abuse - 7 individuals were identified with chronic substance abuse

Victims of Domestic Violence - 23 individuals were identified as victims of domestic violence

Chronically Homeless - there were 2 individuals identified as chronically homeless during the 2021 PIT report (2 unsheltered). Zero (0) chronically homeless families were identified.

Veterans accounted for (1), Unaccompanied Youth between 18-24 (3) and HIV/AIDS (0)

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	44	104
Black or African American	21	34
Asian	0	0
American Indian or Alaska Native	0	1
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	20	4
Not Hispanic	47	140

Data Source

Comments:

Open Doors Homeless Coalition Point in time count 1/27/2021

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The reports provided did not estimate the number experiencing homelessness each year, the estimate number becoming homeless each year, the estimate number of existing homelessness each year, or the estimate the number of days persons experience homelessness.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

As reported in the 2021 Point in Time Survey, the racial and ethnic groups are as follows: Whites (148) and Blacks/African-American (55) were the two largest racial groups reported. The remaining groups are American Indian or Alaska Native (1), Asian (0), Multiple Races (7) and Hispanic (24).

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Of the 211 individuals counted as homeless, 144 were unsheltered (living in tents, woods, under bridges, etc.) and 67 were sheltered (31 in emergency shelters and 36 in transitional housing).

The racial/ethnic breakdown of the unsheltered consists of Whites (104), Blacks/African-American (34), Asian (0), American Indian or Alaska Native (1), Multiple Races (5).

Discussion:

Optional

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

The Home Consortium Jurisdiction and City works cooperatively with the Mississippi Regional Housing Authority, Mental Health Association, South MS AIDS Task Force and other agencies to expand housing for low-income elderly persons. The City also provides support for applications to HUD requested funding assistance to meet other non-homeless special needs in the community.

Describe the characteristics of special needs populations in your community:

The Home Consortia Jurisdiction and Gulfport's special needs populations include the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with drug or alcohol additions, persons with HIV/AIDS and their families, and public housing residents.

What are the housing and supportive service needs of these populations and how are these needs determined?

The elderly's housing and supportive service needs include expanded programs to help reduce housing costs (utility assistance and housing weatherization/repairs/maintenance support), rental assistance through increased allocations of Section 8 vouchers, additional public housing for RAD housing) for the elderly and additional Section 202 units for the elderly, counseling programs to assist with financial management; expanded services for homebound seniors such as home healthcare, counseling, meal services and housekeeping.

For residents with disabilities, mental, physical or developmental, housing and supportive needs include expanded adapted, affordable housing to rent or buy located throughout the City, additional/expanded facilities and services to provide counseling and related services; funding to adapt existing housing for the physically disabled; recreational programs for the physically disabled services to support re-integration of the mentally and developmentally impaired into the community following release from an institution and more affordable housing, including group homes for residents who are mentally or developmentally disabled

For persons with alcohol or drug addition, the need is for expanded programs and facilities to support successful rehabilitation.

Persons with HIV/AIDS and their families need expanded programs to increase the affordability of housing, including utility assistance and utility and/or security deposit assistance, rent / mortgage assist this special needs population with accessing and paying for medication, transportation and home health care.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Home Consortium and the City of Gulfport is not an EMSA under the HOPWA Program. The number of HIV/AIDS reported cases are maintained for Harrison County by the Mississippi State Department of Health. The latest report is for 2019, which reported a total of 27 individuals reported. This is a significant decrease over 2015's 43 individuals.

Discussion:

Optional

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The Home Consortium does not receive funding for Public Facilities. Information provided is on the City of Gulfport's CDBG Entitlement Funds.

The City of Gulfport operates 20 individual Community Centers, Recreation Centers, Facilities and Pavilions and 34 distinct Parks and Water Recreation areas across the City. The majority of these are concentrated in the lower half of the City. The last few years the city and county have utilized its general funds and Community Development utilizing its CDBG funds for low income areas have made an effort to upgrade some of the parks with new playground equipment, some of which has not been upgraded in 20 years. As in the past and at this time the current majority low and moderate income areas of the City are located in Wards 1 and Wards 3, as designated by Census Tract and Block Groups. There currently are identified low and moderate income neighborhoods in each of the City's Wards. Community Development Block Grant funds will continue to assist in improving these aging facilities in low income neighborhoods as funds allow.

Public Facilities also includes the City's Fire Departments, which includes the fire stations, fire fighting vehicles, special equipment and special uniforms. Because of the increased housing north of the interstate since Hurricane Katrina, the Fire Department built a new fire station to respond to emergencies in a more timely manner and reduce the city's fire rating. The new station is not located in a low income areas and does not service at least 51% low income, therefore no CDBG funds can be utilized. Over the past several years, CDBG funds were utilized to purchase fire trucks, equipment and uniform for those stations and fire fighters located in low income area.. As CDBG has provided funding to all eligible low income public facilities for fire prevention, it will not set aside funds during the next five year consolidated plan, unless a urgent need occurs.

The Gulfport City Council approved its new 10-year redistricting plan, which will be effective at the next election. In addition, HUD's Low and Moderate Income Summary Data LMISD has not significantly changed since 2019. In anticipation of changes in the near future and within the next five years, the City will refrain from identifying any particular neighborhood, public facility or park. Those specific projects will be identified with the Annual Action Plans.

How were these needs determined?

The needs have been determined by Citizen Comments, community needs surveys, public meetings and city council meetings and city council members and department directors.

Describe the jurisdiction's need for Public Improvements:

The Home Consortium does not receive funding for Public Improvements. Information provided is on the City of Gulfport's CDBG Entitlement Funds.

Drainage improvements and flood control continues to be a high priority need for the City overall. Two major drainage projects in need of correcting due to flooding is Brickyard Bayou and Turkey Creek, both of which run through low and moderate income minority areas. A large portion of Brickyard Bayou drainage improvements is in pre-construction stage with funding secured HUD Federal Katrina Disaster CDBG funds. Funding for Turkey Creek Watershed drainage has been proposed several times, but the available funding and the proposed project needs have not been agreed upon by the Community, environmentalist, engineers and the City, County and City of Long Beach, as any work completed in Gulfport will affect residents in the County and Long Beach. Coffee Creek another drainage project that runs through Magnolia Grove a long income neighborhood and this project also is currently under construction with Katrina Disaster CDBG funds.

How were these needs determined?

The needs have been determined by Citizen Comments, community needs surveys, public meetings and city council meetings and city council members and department directors.

Describe the jurisdiction's need for Public Services:

The Home Consortium does not receive funding for Public Improvements. Information is provided on the City of Gulfport's CDBG Entitlement Funds.

The City has always utilized its option to provide funding to public service agencies that assist the low income residents of Gulfport. However as the CDBG funding allocations decrease every year so do the funds to assist is reduced. Because of the cost burden that affects the low income, not only for housing but in all areas of their lives, the City has put a priority on service agencies that provide the basic services to individuals and families, such as financial assistance for housing cost, utilities, food, health care, and special needs assistance.

How were these needs determined?

The needs have been determined by Citizen Comments, community needs surveys, public meetings and city council meetings and city council members and department directors.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The tables in this section provide information by HUD from the American Community Survey Estimate 2013-2017 on the cost and other characteristics of housing in the City of Gulfport and the unincorporated areas of Harrison County. This data overestimates the affordability of housing since unsubsidized units with “affordable” rents are not necessarily available to lower income households because they are already occupied by higher income households. Also, housing that is considered “affordable,” may be beyond the financial reach of many lower income households because of security deposits (usually first and last months’ rent) required in addition to utility deposits.

Since Hurricane Katrina, a lot of older homes were destroyed; housing completely renovated down to the studs, a lot of older homes may not have the lead-based paint exposure. The City’s Housing Rehabilitation program which 90% of its homes were built before 1979, when tested for lead only 1 in 25 would test positive for lead and only for a small amount.

Again since Hurricane Katrina, new affordable single family and multifamily housing (LIHTC) were built throughout the City and the County, with the majority north of I-10, which greatly diversified the availability of low income housing throughout the jurisdiction. The availability of existing housing in the jurisdiction is adequate, however, the cost of affordable housing, even the LIHTC properties are still not available to low and moderate income without public assistance and/or vouchers.

MA-10 Housing Market Analysis: Number of Housing Units - 91,410, 91.210(a)&(b)(2)

Introduction

According to the HUD provided 2013-2017 American Community Survey, there were a total of 55,249 housing units in the unincorporated areas of Harrison County and the City of Gulfport, of which a total of 32,092 (63%) were in the City of Gulfport.

Based on the HUD-provided 2013-2017 ACS, 67% of residents live in 1-unit detached structures. The next most popular are mobile homes, boat, RV, Van, etc. in which 10% of residents live, followed by residential structures of 5-19 unit apartment complexes, in which 9% of residents live. In the Home Consortium Jurisdiction 52% of residents own their homes and 33% are renters. Of the owners, 87% have homes with three bedrooms, followed by 11% with two bedrooms. 52% of renters also lived in housing with three bedrooms followed by 37% with two bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	37,220	67%
1-unit, attached structure	1,360	2%
2-4 units	3,365	6%
5-19 units	4,774	9%
20 or more units	3,075	6%
Mobile Home, boat, RV, van, etc	5,455	10%
Total	55,249	100%

Table 27 – Residential Properties by Unit Number

Data Source: 2013-2017 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	138	0%	315	2%
1 bedroom	460	2%	1,855	10%
2 bedrooms	3,280	11%	6,740	37%
3 or more bedrooms	25,120	87%	9,489	52%
Total	28,998	100%	18,399	101%

Table 28 – Unit Size by Tenure

Data Source: 2013-2017 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The 2019 apartment survey conducted on behalf of Gulf Regional Planning Commission indicated that the Gulfport area contained a total of 4,550 market rate housing units in Gulfport and 2,538 assisted housing units in Gulfport with 5 percent found to be vacant. Of the current 2,538 assisted units, 550 are 1 bedroom units, 1287 are two bedroom units and 701 three bedroom units. There are no studio assisted units. There are 80 assisted units under construction at this time. Assisted housing units reported does not include the individual private own units on the market for rent.

Assisted housing units account for approximately 50% of the number of market-rate units in the City. There are approximately 4550 market rate units which comprise of 52 studio units, 1,069 one bedroom, 2,8229 two bedrooms and 557 three bedrooms. There are more assisted unit three bedrooms than market rate three bedroom. There are no market rate units under construction at this time. Market rate units reported does not include the individual private own units on the market for rent.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Neither the Consortium, City or Regional Housing Authority VIII anticipates a loss in affordable housing inventory.

Does the availability of housing units meet the needs of the population?

The existing housing inventory is fairly balanced in terms of the types of housing available for purchase and rent. Recent studies do not show a lack of affordable housing in the Consortium Jurisdiction, but rather identify the challenges of getting people into existing housing. This is attributable in part to a lack of Housing Choice Vouchers (HCV) as well as a lack of assistance for security and utility service deposits needed to assist more people into affordable, available units. Also, there is an inadequate number of affordable housing units located on existing public transportation routes that serve employment hubs; schools and daycare facilities as well as housing.

As discussed in the Needs Assessment, 17% of renter and homeowner households experience a severe cost burden (paying over 50% of household income for housing) and another 21% of households have a moderate housing cost burden (paying 30-50% of their household income for housing).

Describe the need for specific types of housing:

There anticipates an increase in the number of seniors, due in part to an aging population but also because of the large population of military retirees that benefit from close proximity to health care services, commissary and other services available to them from the various military bases on the coast. In addition, the coast bills itself as a retirement mecca with its warm winters and low to moderate cost of living, recreational activities both on land and the water, the City and the coast has seen a great influx of seniors moving in from all areas of the country. Generally, the oldest segment of the population lives on fixed budgets, with many qualifying as low-to-moderate income. Accordingly, the City anticipates a need for additional affordable housing, constructed to be low maintenance and weatherized for the area's subtropical climate. Easy access to public transportation services as well as to groceries and healthcare providers also will be important to seniors when selecting housing. Additional assisted care housing also is anticipated to be needed.

Additional affordable workforce housing that is low maintenance and has direct access to public transportation services. Many who work in the tourism industry, hospitality industry, and local hospitals are low to moderate income, unmarried or with no children whose housing needs focus on affordability and safety rather than on a diversity of amenities.

Discussion

Optional

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

Per HUD provided information, the median home values and rent are the same for the Gulfport metropolitan area for the HOME Programs.

The information provided below from the 2009-2013 ACS shows the median home value increased 59% since the 2000 census. The median rent has increased 54% during the same period. According to the 2013-2017 ACS. The median home value has dropped to \$115,000 according to the 2015 City-Data. com survey. Median rent from 2000 census to 2013 increased 54% with the 2015 City-Data survey having the median rent at \$812.

An average of 63% of renters pays between \$500-\$999 in rent. Only 6% of the households earning <=30% of HUD Adjusted Family Median Income have rents/housing costs that are affordable. 19% of those renter households earning between 30-50% income have rents/housing costs that are affordable. 62% of renter households under the 80% income have rents/housing costs that are affordable.

For homeowners, only 7% of homeowners whose income is between 30-50% of AMI have housing costs that are affordable, 21% of homeowners whose income is between 51-80% AMI have affordable housing costs, with 31% of homeowners whose income is between 80-100% AMI have affordable housing. There was no data collected for homeowners under the 30% AMI.

Based on HUD annual data - the median Home Value for 2000 was 77,900 and the most recent data for 2013 is 123,500. a 59% change. Median Contract Rent based on 2000 data was \$446 and census data for 2013 was \$686, a 54% increase.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2017	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	4,161	22.6%
\$500-999	12,054	65.5%
\$1,000-1,499	1,965	10.7%
\$1,500-1,999	169	0.9%
\$2,000 or more	33	0.2%
Total	18,382	99.9%

Table 30 - Rent Paid

Data Source: 2013-2017 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	990	No Data
50% HAMFI	3,069	2,375
80% HAMFI	10,527	5,829
100% HAMFI	No Data	8,911
Total	14,586	17,115

Table 31 – Housing Affordability

Data Source: 2013-2017 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	650	681	785	1,073	1,284
High HOME Rent	631	678	785	934	1,023
Low HOME Rent	501	536	643	743	830

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No, there is not sufficient housing for households at all income levels in the City of Gulfport and the un-incorporated areas of Harrison County, as identified in the Needs Assessment regarding housing costs burdens. Higher construction costs, including elevation requirements in flood zones, and large increases in housing insurance premiums for units located south of Interstate 10 have severely impacted the affordability of the Gulfport housing market especially for low to moderate income residents, however this is mostly in the City of Gulfport as the majority of the un-incorporated areas of Harrison County are

not south of interstate 10 or along the immediate coastal land. According to 2013-2017 ACS 25.5% of individuals are below the poverty level. Female headed households with children under the age of 18 comprise the largest population of living below the poverty level at 51.8%.

How is affordability of housing likely to change considering changes to home values and/or rents?

With an overall housing vacancy rate of 16.8% for available single family houses (2010 Census) and a 9.1% vacancy rate for market-rent apartments (June 2016) MS Gulf Coast Apartment Survey), it seems that rental rates for single-family houses and for apartments of various sizes should decrease. However, housing costs such as insurance, property taxes and utilities are anticipated to continue to increase in the region. Therefore, no change in the affordability of housing is anticipated; the need for expanded government funded programs to assist lower income residents with housing related costs is anticipated to grow.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The 2017 reported the area median rent is \$812, which is higher than the Fair Market Rent, and High and Low HOME rents for efficiency, one and two bedroom housing units. The area median rent is also higher than the low rents for a three bedroom housing unit. The area median rent is less than Fair Market Rent and HOME rents for three and four bedroom rents.

Preserving existing housing with private or developer funds is much more cost effective than utilizing federal funds such as CDBG and or HOME funds due to the additional federal requirements and costs relating to environmental, lead-based paint and asbestos testing. A majority of the time that additional cost renders the project infeasible within program and project funding guidelines. Even though new housing is not necessarily needed, newer housing is more cost efficient for low income residents.

Discussion

Optional

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

Selected housing conditions = 1. Lacks complete kitchen facilities; 2. Lacks complete plumbing facilities; 3. More than one person per room; 4. Cost burden greater than 30%.

Based on data provided by HUD 27% of owner-occupied and 52% of renter occupied housing units in Home Consortium Jurisdiction have "one selected condition" or problem. The greatest majority 73% of owner-occupied housing units has no selected conditions while 46% of renter-occupied households have no selected conditions.

Only two of the conditions, 1 and 2 are based on the physical conditions of the housing and the report does not distinguish which of the four conditions are present, "0" housing units both owner-occupied and renter-occupied have all four conditions and only 32 units of renter occupied have three of the conditions with none for owner occupied.

33% of the owner-occupied housing units and 30% of the renter-occupied units in Home Consortium Jurisdiction were built between 1950-1979, which puts the majority of housing in Jurisdiction between 38-67 years old. Overall 38% of owner-occupied housing and 37% of renter occupied housing are at risk for Lead-based paint hazard, of which 22% of owner-occupied had children present, and 22% of renter housing had children present. After Hurricane Katrina a lot of these damaged homes were completely repaired down to the studs, however no testing of these homes have been conducted due to the extensive cost to determine if they are lead free or not. All housing receiving repairs and or substantial rehabilitation through the City of Gulfport Housing Programs are tested and cleared of lead if applicable. HOME funds are not utilized in the un-incorporated areas of Harrison County for homeowner housing rehabilitation.

Describe the jurisdiction's definition for "substandard condition" and "substandard condition but suitable for rehabilitation:

Harrison County nor Gulfport does not have formal, adopted definitions of "substandard condition" or "substandard condition but suitable for rehabilitation." The City of Gulfport reviews each request for housing rehabilitation on a case by case basis, considering the location and condition of the property as well as the owner's ability to finance the repairs. Generally, substandard units would be considered suitable for the rehabilitation if the cost of necessary work to bring it into code-compliance does not exceed 80% of the replacement value of the property. When rehabilitation exceeds 80% of replacement costs, demolition is considered

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	7,310	25%	9,010	49%
With two selected Conditions	165	1%	795	4%
With three selected Conditions	28	0%	10	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	21,495	74%	8,585	47%
Total	28,998	100%	18,400	100%

Table 33 - Condition of Units

Data Source: 2013-2017 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	10,180	35%	7,825	43%
1980-1999	8,530	29%	4,755	26%
1950-1979	8,820	30%	4,945	27%
Before 1950	1,455	5%	875	5%
Total	28,985	99%	18,400	101%

Table 34 – Year Unit Built

Data Source: 2013-2017 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	10,275	35%	5,820	32%
Housing Units build before 1980 with children present	5,981	21%	2,659	14%

Table 35 – Risk of Lead-Based Paint

Data Source: 2013-2017 ACS (Total Units) 2013-2017 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

Most of Gulfport's housing was constructed before 2000; 38% of owner-occupied and 37% of renter-occupied housing was built before 1979. Many of these housing units are occupied by senior and/or low income persons who either cannot afford to make needed repairs or who need assistance making accessibility improvements to support staying in their homes. The most prevalent housing problem in Gulfport is housing cost burden, which impacts homeowners' and rental property owners' ability and/or willingness to make weatherization improvements that would reduce utility costs.

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Based on data provided by HUD 27% of owner-occupied and 52% of renter occupied housing units in Gulfport have "one selected condition" or problem. The greatest majority 73% of owner-occupied housing units has no selected conditions while 46% of renter-occupied households have not selected conditions.

Only two of the conditions, 1 and 2 are based on the physical conditions of the housing and the report does not distinguish which of the four conditions are present, "0" housing units both owner-occupied and renter-occupied have all four conditions and only 32 units of renter occupied have three of the conditions with none for owner occupied.

33% of the owner-occupied housing units and 30% of the renter-occupied units in Home Consortium Jurisdiction were built between 1950-1979, which puts the majority of housing in Home Consortium Jurisdiction between 38-67 years old. Overall 38% of owner-occupied housing and 37% of renter occupied housing are at risk for Lead-based paint hazard. After Hurricane Katrina a lot of these damaged homes were completely repaired down to the studs, however no testing of these homes have been conducted due to the extensive cost to determine if they are lead free or not. All housing receiving repairs and/or substantial rehabilitation through the City of Gulfport Housing Programs are tested and cleared of lead if applicable.

Discussion

Optional

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

As per HUD provided data, Mississippi Regional Housing Authority has 799 Public housing units and 6,678 vouchers available of which 299 for project based, 6,379 for tenant based vouchers and 60 for veterans VASH vouchers.

Totals Number of Units

	Program Type					
	Certificate	Mod-Rehab	Public Housing	Vouchers		
				Total	Project -based	Tenant -based
# of units vouchers available	0	0	799	6,678	299	6,379
# of accessible units						
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition						

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Mississippi Regional Housing Authority has either sold or converted its "public housing" units in the jurisdiction to Rental Assistance Demonstration or private developers,

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Mississippi Regional Housing Authority VIII through its subsidiary non-profit South Mississippi Housing Development plans to develop 40 public housing and 40 project-based voucher units in North Gulfport byrestoring a portion of the old public housing development, L C Jones (now North Park). Project basing these units is consistent with the PHA Plan in that it supports the continuation of their strategy of using PBV's in the furtherance of affordable housing throught its jurisdiction. Phase I has been completed and Phase II is in funding stage.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

See response above.

Discussion:

Optional

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

The Home Consortium Jurisdiction currently has no emergency housing shelter beds. Emergency shelters are operated in nearby cities on the coast. Temporary emergency shelter is provided for extreme weather days and nights through the Gulfport Salvation Army Office and the City of Gulfport and Harrison County opening community centers operated by volunteers. Consultation with area agencies providing facilities and services for the homeless and utilization of the latest Point In Time homeless survey conducted in January 2017 was instrumental in assessing the nature and extent of homelessness in Gulfport and the surrounding areas. The Salvation Army operates its command center in the City of Gulfport and provides food and financial services to the homeless and near homeless. Feed My Sheep serves daily meals for the homeless.

HUD data provided on the 2016 Homeless Continuum of Care and from Open Doors Homeless Coalition states that a total of 47 households and 42 families were served in Jurisdiction with various homeless assistance, from assistance through the rapid re-housing program, tenant based rental assistance program,

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds Current & New	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds		Current & New	Under Development
Households with Adult(s) and Child(ren)	26	0	51	17	0
Households with Only Adults	65	45	19	47	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments: HUD 2016 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report. MS-503, Gulfport/Gulf Coast Regional Continuum of Care

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Persons experiencing homelessness in Home Consortium Jurisdiction and the surrounding areas typically are connected to Coastal Family Health Center for primary health care and mental health treatment. CFHC has four locations within Harrison County and provides assistance in several languages.

The Mental Health Association of South Mississippi provides a day center that operates as a peer supported environment for persons who are living with mental illness.

Back Bay Mission and the Mental Health Association of South Mississippi both provide services to assist homeless and near homeless persons with disabilities to access social security/disability income through the SOAR program. Case managers assist clients in filling out the forms properly and documenting medical records.

Back Bay Mission works extensively with vocational rehabilitation services to assist disabled persons through assessments for appropriate employment training.

Gulf Coast Women's Center for Nonviolence offers crisis counseling, individual and group counseling, parenting classes, employment assistance, child care, a therapeutic preschool, court advocacy and access to a nonprofit family law attorney, in addition to providing emergency and transitional housing, food and clothing to victims of domestic abuse and their children.

All service providers work with the WIN Job Center to connect clients with employment opportunities. The local service agencies also provide assistance in resume writing, interviewing skills and proper work attire.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The following organizations were awarded funds through HUD for services to the homeless.

The organizations that assist with Permanent Supportive Housing are Mental Health Association of Mississippi, Back Bay Mission, Gulf Coast Women's Center for Non-Violence and Open Doors Homeless Coalition.

The organizations that assist with Emergency Shelter Beds are Gulf Coast Women's Center for Non-Violence, the Salvation Army Pascagoula, and Community Care Network.

The organizations that provide Transitional Housing Beds are Gulf Coast Women's Center for Non-Violence Hancock Resource Center and Rebekahs House.

The organizations that provide Rapid Re-Housing are Back Bay Mission, CLIMB Community Development Corporation, Community Care Network, Hancock Resource Center, Oak Arbor, and Open Doors Homeless Coalition.

Salvation Army in Gulfport provides a food pantry, utility assistance, shower and laundry service, life skill services, clothing assistance, etc.

The Salvation Army, City of Gulfport and Harrison County provides temporary emergency shelter for extreme weather days and nights by opening the community centers and Salvation Army centers which are operated by volunteers.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

According to the HUD regulations governing the Consolidated Plan, the City of Gulfport must estimate, to the extent practicable, the number of persons who are not homeless but who require supportive housing services. A description of the supportive housing needs of the following population categories is provided in the following table:

- Elderly
- Frail elderly
- Persons with disabilities; Mental Physical Developmental
- Persons with alcohol or other drug addictions
- Persons with HIV/AIDS and their families
- Public housing residents

The City and agencies within the jurisdiction worked together to identify the supportive service needs of the non-homeless persons listed above. The following table identifies the needs of persons identified above and provides an estimate of the number of persons in need of supportive housing.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Many lower income elderly and frail elderly persons need subsidized housing that is accessible due to age related decreased mobility and housing that is located in close proximity to public transportation services if they are no longer able to drive. Frail elderly may need home health care services, home delivered meals and shopping services and an extra bedroom for a personal care attendant. Persons with disabilities may need a group home or similar housing for live in service providers in addition to counseling and other forms of assistance to facilitate re-entering community life after being de-institutionalized. Persons with HIV/AIDS and their families may need subsidized housing near health care facilities and/or transportation assistance to access treatment. The numbers are estimates

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

According to input from the Mississippi Center for Justice, the State of Mississippi is under federal court order to provide a program to ensure that persons returning from mental and physical health institutions receive appropriate supportive housing and related services to ensure fair housing choices are available to them.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Gulfport will continue to support local and regional agencies, including the Mississippi Regional Housing Authority VIII in providing housing and supportive services to those who are not homeless but have other special needs. This will include working with the Continuum of Care to avoid duplication of area services and to maximize limited resources and a public outreach to educate Gulfport landlord, lenders, developers, homeowners and tenants about the Fair Housing and Americans with Disabilities Act regulations as they pertain to citizens rights and responsibilities.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see response to previous section.

The City of Gulfport utilizes its annual CDBG funds to assist one or more of the agencies that assist the homeless and special needs through its Public Service funded programs

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The City of Gulfport and Harrison County does not deem its taxation, zoning, building and related codes or policies to be barriers of affordable housing. The City zoning and ordinances allows for various densities of multifamily developments as well as single-family housing. The only public policy identified in the last comprehensive Analysis of Impediments was there were no provisions for group homes. The City does have provisions for both Boarding Houses and Rooming Housing. The City provides down payment and closing cost assistance up to \$30,000 through its HOME Program for eligible low and moderate income households. The City works with all local lenders and realtors and partners with Mississippi Regional Housing Authority VIII Family Self Sufficiency's Housing Choice Voucher Program.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section relates to Non-Housing Community Development Assets - The Data provided by HUD only relates to the City of Gulfport, as funding for the un-incorporated area of Harrison County through the HOME Consortium only related to housing.

The tables in this section provide some basic information about the City of Gulfport's civilian workforce, its economy and its residents' educational attainment. The tourism industry, generally identified in the following tables as Arts, Entertainment, Accommodations, employs more people in the Jurisdiction than any other industry category at 6,264. Retail trade has the largest number of jobs at 6,238. However, the largest employer in the is the Naval Construction Battalion Center which employs over 5,500 military and civilians.

The HUD provided data list the unemployment rate as 10.88%, however, unemployment data reported from the U. S. Bureau of Labor Statistics for Gulfport, Mississippi for May 2022 is 3.76%.

The majority of travel time to work in Gulfport is under 30 minutes for 80% of its workforce. The majority of civilian workforce 43% has some college or bachelor degree or higher.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	155	11	1	0	-1
Arts, Entertainment, Accommodations	6,264	5,142	30	19	-11
Construction	1,225	1,360	6	5	-1
Education and Health Care Services	3,064	4,380	15	17	2

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Finance, Insurance, and Real Estate	1,124	1,857	5	7	2
Information	313	448	2	2	0
Manufacturing	1,236	1,345	6	5	-1
Other Services	577	1,011	3	4	1
Professional, Scientific, Management Services	1,261	2,192	6	8	2
Public Administration	0	0	0	0	0
Retail Trade	3,851	6,238	19	24	5
Transportation and Warehousing	924	1,258	4	5	1
Wholesale Trade	603	1,166	3	4	1
Total	20,597	26,408	--	--	--

Table 40 - Business Activity

Data Source: 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	33,399
Civilian Employed Population 16 years and over	29,780
Unemployment Rate	10.88
Unemployment Rate for Ages 16-24	28.19
Unemployment Rate for Ages 25-65	7.13

Table 41 - Labor Force

Data Source: 2013-2017 ACS

Occupations by Sector	Number of People
Management, business and financial	4,555
Farming, fisheries and forestry occupations	1,295
Service	4,644
Sales and office	7,905
Construction, extraction, maintenance and repair	3,145
Production, transportation and material moving	1,865

Table 42 – Occupations by Sector

Data Source: 2013-2017 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	23,244	79%
30-59 Minutes	4,880	17%
60 or More Minutes	1,350	5%
Total	29,474	100%

Table 43 - Travel Time

Data Source: 2013-2017 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,965	390	2,320

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	6,815	1,120	3,005
Some college or Associate's degree	8,860	880	3,060
Bachelor's degree or higher	5,895	215	1,345

Table 44 - Educational Attainment by Employment Status

Data Source: 2013-2017 ACS

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	295	435	195	779	669
9th to 12th grade, no diploma	900	820	684	1,775	1,090
High school graduate, GED, or alternative	2,485	3,315	2,570	5,180	2,685
Some college, no degree	3,470	3,310	2,325	4,095	2,315
Associate's degree	323	1,225	785	1,405	600
Bachelor's degree	385	1,875	960	2,445	1,285
Graduate or professional degree	15	298	680	1,334	1,015

Table 45 - Educational Attainment by Age

Data Source: 2013-2017 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	81,140
High school graduate (includes equivalency)	94,160
Some college or Associate's degree	108,490
Bachelor's degree	139,440
Graduate or professional degree	207,760

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2013-2017 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the information provided, the tourism industry, generally identified in the following tables as Arts, Entertainment, Accommodations, employs more people in Gulfport than any other industry category at 6,264. Retail trade has the largest number of jobs at 6,238. However, the largest employer in the City of Gulfport is the Naval Construction Battalion Center which employs over 5,500 military and civilians

Describe the workforce and infrastructure needs of the business community:

The City of Gulfport business community needs a well-educated, well-trained workforce. To support this, the University of Southern Mississippi (USM) is strengthening its presence on the Mississippi Gulf Coast by expanding its degree programs and establishing coordinated degree programs with Mississippi Gulf Coast Community College system (MGCCC) in Gulfport. USM's Gulf Park campus offers a variety of two-and four year degree programs as well as graduate level programs.

MGCCC completed construction of a \$9 million Hospitality and Resort Management Center, which is located in West Biloxi. Those wishing to advance in or begin a career in a tourism-related or service industry profession have access to a quality, close-to-home, affordable educational program that frequently includes hand-on work experience through internships. MGCCC offers academic, vocational-technical and workforce development programs and fine-arts activities.

Tulane University School of Continuing Studies supports development of the local workforce through flexible scheduling designed to meet the needs of working adults. For those in the education or health care industry, William Carey University's Tradition campus, just north of Gulfport in Harrison County offers undergraduate degree and masters' degree programs in education and nursing.

Mississippi offers a comprehensive Workforce Education Program, at little or no cost, through the state's community college system that is designed to guarantee a new or expanding company has the works it needs to succeed. The program includes customer-designed pre-employment training, post-employment training and upgrade/retraining services.

The federal government's Workforce Investment Act provides an on-the-job training program through which an employer may be reimbursed up to 50% of new workers' wages for up to six months. When participants complete the training, the employer may realize additional savings through a tax credit under the Targeted Job Tax Credit Program.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect

job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Gulfport completed construction of building a world class aquarium and opened in fall 2020. The \$90 million aquarium and educational and handling services has greatly increased the economic impact for the city. Increase in short term construction jobs and future full time, part-time and seasonal jobs will impact the employment rates. The outward economic impact will encourage new and expanded businesses to provide services to enhance and maintain the aquarium and spur future businesses. The city is also in the process of expanding its widely known and widely utilized Sportsplex, by expanding the size by 50% which will bring in more baseball and soccer tournaments and provide an outside increase in tourism, hotels, restaurants, shops. The area around the Sportsplex has seen an increase of new businesses, with new hotels, restaurants o the area, with more scheduled to be built. The City is currently and continually are improving the infrastructure all over the city.

In addition to the Aquarium, which is partially funded with RESTORE Act funds, and related grant programs funded as a result of the BP Oil Spill, will create new local jobs through environmental restoration and enhancement projects.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The Educational Attainment by Employment Status and Educational Attainment by Age Tables identify that only 17% of the Consortium's Jurisdiction civilian workforce has a bachelor's degree or higher and 25% have some college or an associate's degree. While the tourism and service industries do not typically rely on a more highly-educated workforce, they generally seek experienced workers with higher education degrees to fill management positions. The need for a better educated workforce will grow as the quality of services is enhanced and as competition for jobs increases.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Educational Attainment by Employment Status and Educational Attainment by Age Tables identify that only 17% of Gulfport's civilian workforce has a bachelor's degree or higher and 25% have some college or an associate's degree. While the tourism and service industries do not typically rely on a more highly-educated workforce, they generally seek experienced workers with higher education

degrees to fill management positions. The need for a better educated workforce will grow as the quality of services is enhanced and as competition for jobs increases.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

A regional initiative by the Mississippi Coast Convention and Visitors Bureau to “grow” the three-coast county area of South Mississippi into a Tier One “One Coast” Tourism destination such as Orlando and Las Vegas) may impact economic growth; depending upon its success.

Discussion

Optional

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

For purposes of this question, "concentration" would be defined as an area where more than 30% of the households have multiple housing problems, including severe housing costs burden.

Neither HUD-provided data nor other formats of census data support identification of the geographic locations of concentrations of households with multiple-housing problems in the City of Gulfport. However, since the primarily low to moderate income areas of the City are located in Ward 3 (which has the largest concentration of low-income and largest concentration of minority) and Ward 1 (which has the second largest concentration of low-income and the second largest concentration of minority), as identified in the maps attached to this document, it is not unreasonable to believe that these are the areas in which concentrations of households with multiple housing problems, including severe housing costs burden, are located.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this question, "concentration" is defined as an area where more than 30% of the population is non-White and 30% of the households meet HUD's definition of low to moderate income.

The primarily low to moderate income areas of the City are located in Ward 3 (which has the largest concentration of low-income and largest concentration of minority) and Ward 1 (which has the second largest concentration of low-income and the second largest concentration of minority), as identified in the maps attached to this document.

What are the characteristics of the market in these areas/neighborhoods?

Median sales prices and rents generally are lower in areas of Gulfport with concentrations of low – income families or where racial or ethnic minorities are concentrated. Residential and commercial property typically is not as well maintained as in other areas.

Are there any community assets in these areas/neighborhoods?

Yes, these areas have access to public transportation services, employment opportunities, public libraries, public parks and facilities, schools, and a variety of commercial/retail establishments.

Are there other strategic opportunities in any of these areas?

Yes, these areas have access to public transportation services, employment opportunities, public schools, and a variety of commercial/retail establishments

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to the report “The State of Broadband Access in Mississippi” conducted by Mississippi State University Extension, The Gulfport-Biloxi core area has the highest percentage of its population with broadband access at 98%, which is the highest in the State. At the time of the 2019 report 86.10% of households had a least one computing device. For those households with school age children, those numbers were increased during the COVID 19 Pandemic. All schools in the City of Gulfport utilized its COVID 19 funding sources to provide laptops for all students to continue their education both at home and in school.

The recent and ongoing Covid 19 pandemic has forced healthcare to be approached in new and improved ways, by utilizing digital formats as with telehealth and proven to be a most proficient means of obtaining medical care and minimizing the risk of contributing to the spread of the infectious disease. Adequate access to resources is vital to the sustainability of neighborhoods, and health of individuals

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The City of Gulfport has a variety of internet service providers that bring cable, satellite, DSL and fiber internet to the city. Some of the largest providers are AT&T and Cable One/Sparklight which are fully assessible in Gulfport, C Spire and Earthlink provides fiber optics and satellite providers by Hughesnet and Viasat.

Pproviding assistance to low and moderate income citizens. There are sevreral low-cost internet/cell service options in Gulfport to assist lo and moderate income citizens. Lifeline is a federal program that provides monthly assistance for qualifying huseholds on residential telephone or broadband services. The Lifeline benefit is limited to one per household and may be applied to one of the following services: fixed voice, mobile voice, fixed broadband, mobile broadband, voice and broadband bundle. Households may qaulify if they participate in any of the following programs: SNAP, Medicaid, SSI, and Federal Public Housing Assistance (Section 8) or receive veterans and survivors pension benefits. Lifeline providers in Gulfport include AT&T, C Spire, T-Mobile and Safelink Wireless by TracFone.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

As with all cities on the Mississippi Coast, the City of Gulfport, located directly on the Gulf of Mexico, faces several increased natural hazard risks associated with climate change, including sea level rise, the increased frequency and severity of storm events and hurricanes and increased temperatures.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The low and moderate income neighborhoods in Gulfport are not directly located in areas affected by storm surge from the Gulf of Mexico, unless we have events such as Hurricane Katrina where the surge was pushed in miles through inland rivers and bayous. However, the low income neighborhoods are affected more by frequent and heavy rainstorms, including hurricanes, that quickly overflow rivers, streams, bayous and street and drainage causing flooding in low lying areas.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

To address the high priority needs of the community, as identified through the Consolidated Plan development process, the City's five –year strategy focuses on investing its CDBG entitlement funds to meet HUD's low-Mod Area (LMA) national objective for the majority of its funding. Thus, as required, CDBG-funded projects and programs will be located within areas in which more than 51% of residents have incomes below 80% of the area median income. Based on the most current data available from HUD and the U.S. Census, all areas of the City have some areas (based on census tract and block groups) that are designated low and moderate income by HUD's standards. In prior Consolidated Plans, areas of designated low income (>51% residents have incomes below 80% AMI) were concentrated within two council district wards (Wards 1 and/or Ward 3). Since last major updates to the Census Data provided by HUD in 2019, all seven wards of the city have at least one designated census tract/block group area that meets the low/moderate income definition that meets eligibility for CDBG assistance.

The majority of CDBG funds will be utilized to focus on addressing high priority non-housing, community development needs within the LMAs, including improved public safety, fire protection services, construction of drainage improvements to address recurring flooding, water and or sewer improvements, comprehensive street and sidewalk improvements, ADA accommodations and improvements, and to improve and expand recreational opportunities. The City will provide a portion of its funding allocations to assist eligible emergency and or minor housing repairs, ADA accommodations, required water and sewer connections and related costs to assist low income homeowners within the city. The City will also allow up to 15% of its allocation for assistance to eligible local organizations and/or agencies to provide direct services to assist low income citizens of Gulfport. The City will continue to work on an ongoing basis to support the efforts of other nonprofit agencies and organizations to address homelessness, domestic violence, and discrimination in renting and/or selling housing.

The City is the Lead-Agency of the Harrison County HOME Consortium, an Entitlement Entity to receive annual HOME Investment Partnership Funds between the City of Gulfport and Harrison County (unincorporated areas). Funds for the HOME Consortium has steadily decreased by two-thirds from it's inception in 2001. The City of Gulfport administers the programs of both the City of Gulfport and Harrison County. Harrison County utilizes it HOME funds to provide Homebuyer Assistance to eligible low income first time homebuyers for purchase of affordable, safe, decent and sanitary housing. The City of Gulfport will utilize its HOME funding through either one or more of the eligible programs, either directly or through subrecipients to provide Homebuyer Assistance to first-time homebuyers to purchase affordable, safe, decent and sanitary housing; Substantial Housing Rehabilitation for eligible

low-moderate income households; Tenant Based Rental Assistance; acquisition and/or new construction of rental housing.

As required, a minimum of 15% of HOME allocation is set-aside for eligible Community Housing Development Organizations (CHDO) to provide housing for low income residents. CHDO's may use its special funding for projects within the jurisdiction of the HOME Consortium, for single family new construction, acquisition and rehabilitation of existing housing for sale to low income homebuyers, rental housing for low income, special needs, veterans, etc.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	City -Wide Homebuyer Assistance - Eligible Low/Mod Income Household - LMH
	Area Type:	Homebuyer Assistance Program -HOME Program
	Other Target Area Description:	Homebuyer Assistance Program -HOME Program
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
2	Area Name:	City-Wide Homeowner Housing Repairs/Rehab - Eligible Low/Mod Homeowner - LMH
	Area Type:	Home repairs/rehab - CDBG/HOME eligible City-Wide to low/mod income homeowners

	Other Target Area Description:	Home repairs/rehab - CDBG/HOME eligible City-Wide to low/mod income homeowners
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
3	Area Name:	City-Wide Public Service Programs -
	Area Type:	Non-Profit Agencies provides services to low-income citizens of Gulfport
	Other Target Area Description:	Non-Profit Agencies provides services to low-income citizens of Gulfport
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	

	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
4	Area Name:	Ward 1 - Low Mod Designated Area
	Area Type:	Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
	Area Name:	Ward 2 - Low income Census Tract Area

5	Area Type:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?		
6	Area Name:	Ward 3 - Low/Mod Designated Areas
	Area Type:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	

	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
7	Area Name:	Ward 4 - Low Income Census Tract
	Area Type:	Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	
8	Area Name:	Ward 5 - Low Income Census Tract Area
	Area Type:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
9	Area Name:	Consortium Jurisdiction - City Wide and Unincorporated Harrison County
	Area Type:	Low Income Housing-New Construction, TBRA, Rental, Homeownership Housing
	Other Target Area Description:	Low Income Housing-New Construction, TBRA, Rental, Homeownership Housing
	HUD Approval Date:	
	% of Low/ Mod:	

	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
10	Area Name:	County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County
	Area Type:	HOME Homebuyer Assistance
	Other Target Area Description:	HOME Homebuyer Assistance
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	

	Are there barriers to improvement in this target area?	
11	Area Name:	Public Safety and Welfare
	Area Type:	Public Facilities and Improvements
	Other Target Area Description:	Public Facilities and Improvements
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?		
12	Area Name:	Streets, Sidewalks, and Lighting Improvements
	Area Type:	Street Improvements
	Other Target Area Description:	Street Improvements
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	

	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
13	Area Name:	Ward 6 - Low Income Census Tract Area
	Area Type:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

14	Area Name:	Ward 7 - Low Income Census Tract Area
	Area Type:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Other Target Area Description:	Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?		
15	Area Name:	Public and Recreational Facilities Improvements
	Area Type:	Public Facilities
	Other Target Area Description:	Public Facilities
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	

	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
16	Area Name:	Water and/or Sewer Drainage Improvements
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
17	Area Name:	HOME - Tenant Based Rental Assistance
	Area Type:	Rental Assistance
	Other Target Area Description:	Rental Assistance

HUD Approval Date:	
% of Low/ Mod:	
Revital Type:	
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	
Include specific housing and commercial characteristics of this target area.	
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
Identify the needs in this target area.	
What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

The largest low income and minority areas in the City are located in Wards 1 and Wards 3. Every Ward in the City has at least one area designated low/mod within a Census Tract/Block Group. The majority of funding and priority are given to assistance in Wards 1 and/or Wards 3 for projects that utilize Low Mod Area (LMA). Homebuyer Assistance is eligible to low/mod income homebuyer to purchase affordable housing of their choice city-wide. Homeowner Repairs/Rehabilitation are eligible to low/mod income homeowners for repair/rehabilitation city-wide, as there are low income households throughout the City. Public Service funds are provided to non-profit agencies to provide assistance to low/mod income citizens of Gulfport. Because of the close proximity of surrounding local cities and jurisdictions non-profit agencies cover multi-cities/counties, but are required to document the assistance to Gulfport residents.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Housing Assistance
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Individuals Families with Children veterans
	Geographic Areas Affected	Homebuyer Assistance Program -HOME Program
	Associated Goals	CHDO set-aside funds - HOME Homebuyer Assistance - Gulfport-- HOME Homebuyer Assistance - Harrison Cty - HOME Tenant Based Rental Assistance
	Description	Provide homebuyer assistance funds to low/moderate income homebuyers to purchase affordable housing in Gulfport, and the unincorporated areas of Harrison County through the HOME program. Provide funds to CHDO for acquisition/rehabilitation resale to low/moderate income homebuyers.
	Basis for Relative Priority	Making housing more affordable with large down payment assistance and a fixed mortgage rather than renting with rents increasing yearly.
2	Priority Need Name	Public Facilities and Parks
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Non-housing Community Development
	Geographic Areas Affected	Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Associated Goals	Public Parks and Facilities - Gulfport
	Description	Replace old and broken or damaged playground equipment, repair damaged community center(s), install basic need amenities fo existing parks.
	Basis for Relative Priority	The concern of citizens is to have something for the kids and family to do to keep them out of trouble. Public Facillites and parks has been a goal of CDBG for the past four years, to bring them up to standards as the majority of the parks had gone into disarry with some community centers closing and playground equipment taken out due to old and broken equipment with no funds to replace.
3	Priority Need Name	Water,. Sewer Drainage Projects
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development

	Geographic Areas Affected	Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Other
	Associated Goals	Streets, Drainage, Sewer Improvements - Gulfport
	Description	Install and/or replace drainage, water sewer lines to alleviate flooding in areas of the City.
	Basis for Relative Priority	Water, Sewer and infrastructure is the first priority of the City, however, funding remains an issue because of the cost. Unfortunately CDBG funds have not been utilized for this eligible project in several years because of the length of time it takes to start and complete projects and with HUD funding not coming in a timely manner and having to meet HUD guidelines regarding timeliness it is not feasible to fund these types of projects.
4	Priority Need Name	Housing Repairs, Acquisition, Construction
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Home repairs/rehab - CDBG/HOME eligible City-Wide to low/mod income homeowners Low Income Housing-New Construction, TBRA, Rental, Homeownership Housing
	Associated Goals	Emergency/Minor Housing Repairs - Gulfport Homeowner Rehabilitation - Gulfport - HOME
	Description	Emergency and or minor housing repairs utilizing CDBG for low income homeowners in Gulfport Housing Construction, Rehabilitation, Acquisition for homeowner and rental
	Basis for Relative Priority	Housing repairs, such as plumbing, electrical, water, sewer repairs or installation, roof, etc. which are limited to an emergency and or health/safety issue.
5	Priority Need Name	Public Service Agencies
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Non-Profit Agencies provides services to low-income citizens of Gulfport
	Associated Goals	Public Services - Gulfport - CDBG
	Description	CDBG funding to non-profit agncies that provide services to Gulfport low/moderate income citizens.
	Basis for Relative Priority	Service providers to assist the needs of low income, homeless, elderly, special needs populations
6	Priority Need Name	Public Improvements (Streets, Drainage, Sewer,)
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Street Improvements Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Other
	Associated Goals	Streets, Drainage, Sewer Improvements - Gulfport
	Description	Drainage, Water and Sewer Improvements. Street Paving and Improvements, landscaping, signs and lighting etc.)
	Basis for Relative Priority	Streets improvements, drainage, sewer, sidewalks, lighting and signage are needed throughout the low and moderate income areas of the City. The City in the first years of the plans years will concentrate improving an area of Gulfport called the Quarters to improve a larger neighborhood vs a street at a time over numerous years.
7	Priority Need Name	Public Safety Equipment (Fire Trucks, Equipment)
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	Public Facilities and Improvements Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/ Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety Public Facilities and Improvements, Water/Sewer/Drainage, Street Improvements/ Public Safety
	Associated Goals	Public Safety Specialized Equipment - Gulfport
	Description	Purchase of fire trucks, specialized fire fighting equipment and uniforms) for stations in low/moderate income areas.
	Basis for Relative Priority	
8	Priority Need Name	Tenant Based Rental Assistance
	Priority Level	High

Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence
Geographic Areas Affected	Low Income Housing-New Construction, TBRA, Rental, Homeownership Housing
Associated Goals	Tenant Based Rental Assistance
Description	Provide Rental Assistance either directly or through subrecipient.
Basis for Relative Priority	Rental assistance is much needed as housing costs have increased significantly.

Narrative (Optional)

The priority geographic areas to utilize CDBG funding will include the areas comprised of Wards 1 and Wards 3, as these two areas comprise of the largest concentration of low-income and minority areas. All Wards of the city comprise of at least one area (census tract/block group) that meets the low income designation of having at least 51% of residents whose income are under the 80% of median income and therefore these areas are also eligible for assistance utilizing CDBG Funds.

The priority for utilization of HOME Funds is based on the eligibility of the individual household and not limited to specific geographic areas. Eligible low income homebuyer encouraged to purchase home of their choice within the City of Gulfport that meets the requirements of the program (not in a flood zone, not over the HUD HOME purchase limits, built after 1979, in good to excellent condition). Acquisition,

Rehabilitation, New Construction, Tenant Based Rental Assistance are allowed city wide for assistance to low and moderate income citizens.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	With a high residential vacancy rate for single family and multifamily housing units, market characteristics in Gulfport are favorable for preventing homelessness and expanding housing options for low to moderate income households as well as special needs populations. With expanded tenant based rental assistance programs, those with disproportionate housing costs burdens and/or special needs would be able to rent housing units available in existing inventory located throughout the City.
TBRA for Non-Homeless Special Needs	As identified above, expanded TBRA programs would benefit many Gulfport citizens among the non-homeless special needs population by enabling them to afford access to available inventory.
New Unit Production	With the market characteristic of high residential vacancy rates, there isn't much local demand for new unit production except for custom homes, property already under development and new construction of assisted care type housing units for the elderly, frail elderly and the disabled.
Rehabilitation	Because of the high cost of construction, market characteristics are favorable for residential rehabilitation assistance, especially to provide access and weatherization improvements for the elderly, frail elderly, disabled and low to moderate income households. Generally it is more cost effective to rehabilitate existing housing in Gulfport to construct new units.
Acquisition, including preservation	Land cost and existing housing costs are slowly decreasing from the high spike after Hurricane Katrina, however, not to the point it is anywhere near it was before then. The influx of new construction after Katrina has also slowed dramatically and due to the vacancy of housing units, acquisition of existing housing is preferable and more cost efficient than building new.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The anticipated funding for the next five years based on current allocations of CDBG and HOME.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	780,718	0	0	780,718	3,126,068	After falling to its lowest in the last 5 years, CDBG is currently rebounding in the last year and a half. We anticipate either stability or small increases over the next 5 years.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	553,837	0	0	553,837	2,215,348	After falling to its lowest in the last 5 years, CDBG is currently rebounding in the last year and a half. We anticipate either stability or small increases over the next 5 years.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG Program does not require a match, however, the City and County have partnered with CDBG funds for capital improvement projects with hopes to continue to do so in the future.

The HOME Program does require a 12.5% match of non-federal funds for every dollar of HOME funds expended. The Community Development Department has managed to maintain this match level every year, but it is a struggle with the types of programs the home consortium provides and eligible match requirements. On the Homebuyer Assistance Program, for every home that is sold under the appraised value, the seller/owner authorizes the difference to be utilized as match. The HOME CHDO utilizes volunteers in their acquisition/rehab program along with receiving non-federal match from private donations, Home Depot, Lowes, for projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has publicly owned land available from unpaid tax rolls. This land is offered for utilization of affordable housing, however, the majority of the available land is not suitable for housing construction (too small, flood area, no access, etc.)

Discussion

Optional

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Gulfport	Government	Economic Development Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
Open Doors Homeless Coalition	Continuum of care	Homelessness public services	Region
Mississippi Regional Housing Authority	PHA	Public Housing Rental	Region
GULF COAST HOUSING INITIATIVE, INC.	CHDO	Ownership Rental	Jurisdiction
COASTAL FAMILY HEALTH CENTER	Non-profit organizations	public services	Region
Mississippi Center for Justice	Non-profit organizations	Ownership Rental	Region
Gulf Coast Mental Health Association	Non-profit organizations	public services	Region
GULF COAST WOMEN CENTER FOR NON VIOLENCE	Non-profit organizations	Homelessness public services	Region
SOUTH MS AIDS TASK FORCE	Non-profit organizations	Homelessness public services	Region
DE L'EPÉE DEAF CENTER	Non-profit organizations	public services	Region
HABITAT FOR HUMANITY INTERNATIONAL	Non-profit organizations	Ownership Rental public services	Region

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Gulfport's institutional delivery system is comprised of several nonprofit agencies and organizations that work collaboratively to meet the needs of area residents. The Open Doors Homeless Coalition plays a major role within this system and is considered an asset, as it collects and maintains a data base about regional homelessness that provides useful information about the population being served, needs addressed and unmet needs identified. Open Doors also coordinates regular meetings among the agencies, which is helpful in sharing information and avoiding duplication of services. A gap exists in the system in the form of inadequate funding to address local needs. With additional resources, local agencies would be able to develop/implement a tenant-based rental program that includes security and utility deposit grants to make existing housing more affordable.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services		X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

A diverse array of services are available to homeless person, those with HIV/AIDS and the general public, The Gulf Coast Mental Association provides mental health counseling and related services to the homeless and special needs population in addition to the public; Coastal Family Health Clinic provides healthcare services to the homeless and special needs populations as well as to low-income residents; the South MS AIDS Task Force provides a wide variety of services to persons with HIV/AIDS and their families from housing to employment assistance to transportation services. The Open Doors Homeless Coalition works as the local Continuum of Care to coordinate services offered by local nonprofit agencies to meet the needs of the homeless and to prevent homelessness. By conducting regular meetings where information and news is shared, Open Doors helps local and regional agencies avoid duplication of services to maximize resources. The Mississippi Center for Justice provides legal assistance to homeless persons, those with HIV/AIDS and other special needs populations. Agencies including Feed My Sheep, Salvation Army, Back Bay Mission, Loaves and Fishes, and the Gulf Coast Rescue Mission offer meals, clothing, housing and/or employment assistance to the homeless.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Strengths of the service delivery system include coordination of services through the Open Doors Homeless Coalition and data base maintenance to track/record homelessness; trained staff at local agencies to provide needed services; the City of Gulfport's designation as a CDBG and HOME Entitlement , the Mississippi Regional Housing Authority VIII, which has worked diligently to restore availability of assisted housing within the City ; and the variety of agencies an organizations working to address unmet needs.

A major gap in the service delivery system is the lack of adequate resources to develop/implement a tenant-based rental program that includes security and utility deposit grants for low-income residents, special needs populations including the elderly and disabled and homeless persons in all categories. High construction costs and high insurance premiums make it difficult for owners of housing to reduce rents.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Gulfport and Harrison County supports the efforts of Mississippi Regional Housing Authority and Open Doors Homeless Coalition to develop a tenant based rental assistance program.

Mississippi Regional Housing Authority VIII no longer has "public housing developments" within the City of Gulfport, as all units have been converted to the Rental Assistance Demonstration (RAD) Program in an effort to stabilize funding and preserve affordable housing.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homebuyer Assistance - Gulfport-- HOME	2022	2026	Affordable Housing	City -Wide Homebuyer Assistance - Eligible Low/Mod Income Household - LMH County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County Consortium Jurisdiction - City Wide and Unincorporated Harrison County	Housing Assistance	HOME: \$1,250,000	Direct Financial Assistance to Homebuyers: 20 Households Assisted
2	Emergency/Minor Housing Repairs - Gulfport	2022	2026	Affordable Housing	City-Wide Homeowner Housing Repairs/Rehab - Eligible Low/Mod Homeowner - LMH	Housing Repairs, Acquisition, Construction	HOME: \$100,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Public Parks and Facilities - Gulfport	2022	2026	Non-Housing Community Development	Public and Recreational Facilities Improvements Ward 1 - Low Mod Designated Area Ward 3 - Low/Mod Designated Areas Ward 2 - Low income Census Tract Area Ward 4 - Low Income Census Tract Ward 5 - Low Income Census Tract Area Ward 6 - Low Income Census Tract Area Ward 7 - Low Income Census Tract Area	Public Facilities and Parks	HOME: \$75,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
4	Public Services - Gulfport - CDBG	2022	2026	Non-Housing Community Development	City-Wide Public Service Programs -	Public Service Agencies	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 3000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Public Safety Specialized Equipment - Gulfport	2022	2026	Non-Housing Community Development	Ward 1 - Low Mod Designated Area Ward 3 - Low/Mod Designated Areas Ward 2 - Low income Census Tract Area Ward 4 - Low Income Census Tract Ward 5 - Low Income Census Tract Area Ward 6 - Low Income Census Tract Area Ward 7 - Low Income Census Tract Area	Public Safety Equipment (Fire Trucks, Equipment)	CDBG: \$100,000	Public service activities other than Low/Moderate Income Housing Benefit: 12285 Persons Assisted
6	Streets, Drainage, Sewer Improvements - Gulfport	2022	2026	Non-Housing Community Development	Streets, Sidewalks, and Lighting Improvements Ward 1 - Low Mod Designated Area Ward 3 - Low/Mod Designated Areas Ward 2 - Low income Census Tract Area Ward 6 - Low Income Census Tract Area Ward 7 - Low Income Census Tract Area	Public Improvements (Streets, Drainage, Sewer,) Water, . Sewer Drainage Projects	CDBG: \$2,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homebuyer Assistance - Harrison Cty - HOME	2022	2026	Affordable Housing	County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County	Housing Assistance	HOME: \$620,000	Direct Financial Assistance to Homebuyers: 15 Households Assisted
8	CHDO set-aside funds - HOME	2022	2026	Affordable Housing	Consortium Jurisdiction - City Wide and Unincorporated Harrison County	Housing Assistance	HOME: \$250,000	Rental units constructed: 4 Household Housing Unit Homeowner Housing Added: 2 Household Housing Unit
9	Administration Costs - CDBG-HOME	2022	2026	Administrative and Operating Costs			CDBG: \$25,000 HOME: \$250,000	Other: 1 Other
10	Homeowner Rehabilitation - Gulfport - HOME	2022	2026	Affordable Housing	City-Wide Homeowner Housing Repairs/Rehab - Eligible Low/Mod Homeowner - LMH	Housing Repairs, Acquisition, Construction	HOME: \$200,000	Homeowner Housing Rehabilitated: 5 Household Housing Unit
11	Tenant Based Rental Assistance	2022	2026	Affordable Housing Public Housing Homeless	Consortium Jurisdiction - City Wide and Unincorporated Harrison County	Housing Assistance Tenant Based Rental Assistance	HOME: \$200,000	Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Homebuyer Assistance - Gulfport-- HOME
	Goal Description	Provide direct downpayment assistance to low income homebuyers for purchase of affordable housing within the jurisdiction of the HOME Consortium.
2	Goal Name	Emergency/Minor Housing Repairs - Gulfport
	Goal Description	Emergency and or minor housing repairs to low income homeowners in the City of Gulfport utilizing CDBG funds. - Geographic area is city-wide to low mod homeowners.
3	Goal Name	Public Parks and Facilities - Gulfport
	Goal Description	Upgrade and improvements to parks, playgrounds, public facilities located in low/mod areas in the City of Gulfport utilizing CDBG funds. Areas and parks to include first priority of Wards 1 and/or Wards 3, the two largest low income minority areas of Gulfport. Gaston Point, North Gulfport, the Quarters, Magnolia Grove, Soria City, All seven wards of the City of Gulfport has at least one neighborhood or community area that meets HUD's 51% or greater low and moderate income.
4	Goal Name	Public Services - Gulfport - CDBG
	Goal Description	The City utilizes its option to award up to 15% of its CDBG allocation to non-profit agencies and organizations that provide direct services to benefit low and moderate income and special needs citizens of Gulfport. Because of the close proximity to other local jurisdictions on the Coast, we share the same services and agencies and funding to public service agencies outside the City of Gulfport are considered for funding for direct services provided to City of Gulfport low/mod income citizens with documentation.

5	Goal Name	Public Safety Specialized Equipment - Gulfport
	Goal Description	The City will continue its usage of CDBG funds to provide assistance to its public safety by providing new or enhance specialized gear for fire fighting, such as jaws of life, specialized masks, tanks, uniforms, trucks, cameras, lights, etc.
6	Goal Name	Streets, Drainage, Sewer Improvements - Gulfport
	Goal Description	The city will utilize CDBG funds to help alleviate flooding in the low and moderate income areas by providing funding for drainage, sewer and flood improvements for small ready to start projects. Street Improvements may include paving, sidewalks, and/or street lighting.
		At this time no specific project is identified.
7	Goal Name	Homebuyer Assistance - Harrison Cty - HOME
	Goal Description	Provide downpayment assistance to low/mod income households to purchase affordable housing within the un-incorporated areas of Harrison County utilizing HOME funds.
8	Goal Name	CHDO set-aside funds - HOME
	Goal Description	HOME CHDO Set-aside funds of a minimum 15% of HOME allocation will be set aside for eligible CHDO organizations to provide affordable housing for residents of City of Gulfport and the un-incorporated areas of Harrison County.
9	Goal Name	Administration Costs - CDBG-HOME
	Goal Description	Operating and Salary costs of administering the CDBG and HOME Programs.
10	Goal Name	Homeowner Rehabilitation - Gulfport - HOME
	Goal Description	Provide substantial housing rehabilitation to low income homeowners within the City of Gulfport - HOME
11	Goal Name	Tenant Based Rental Assistance
	Goal Description	Provide rental assistance for low/moderate income renters

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

As housing projects are eligible city wide and are individual activity specific it cannot be determined or guessed at to the number of extremely low income, low income and moderate income families that the City or Consortium will provide affordable housing, only that the assistance will be provided to those under the 80% of AMI.

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Mississippi Regional Housing Authority meets Section 504 compliance requirements

Activities to Increase Resident Involvements

Though not within the Consortium Jurisdiction, Mississippi Regional Housing Authority VIII, serving 14 counties, has established resident councils and active Community Supportive Services Divisions.

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

Not applicable

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

The City of Gulfport and Harrison County does not deem its taxation, zoning, building and related codes or policies to be barriers of affordable housing. The City zoning and ordinances allows for various densities of multifamily developments as well as single-family housing. The only public policy identified in the last comprehensive Analysis of Impediments was there were no provisions for group homes. The City does have provisions for both Boarding Houses and Rooming Housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City of Gulfport's last comprehensive analysis of impediments was conducted in 2012. Since that time HUD has revised its requirements and now requires a more in depth approach to assessing fair housing through the new Affirmatively Furthering Fair Housing Assessment. The City of Gulfport along with other entitlement local governments and public housing agencies will collaborate to conduct a State-Wide AFFH Assessment. This effort is in the planning stages with a full assessment to be conducted between 2018-2019. Annual assessment and changes of the AI are reported in the annual CAPER report.

As identified in that AI were the following impediments: Lack of Fair Housing Education and Outreach, Areas of low/mod income concentration, Lack of affordable homebuyer units, Lack of affordable rental units, Accessibility, Property Insurance, Zoning Ordinance for Group Homes, Transportation

The City is addressing the above as follows: Fair housing pamphlets given to every home assistance applicant for federal assistance, all new lenders/realtors utilizing the programs receive a pamphlet; There still exist areas of low/mod income concentrations in the City, however, the City supports low income housing and development plans that provide affordable housing outside of these areas; homebuyer assistance program assist minority low income homebuyers to purchase affordable housing of their choice neighborhoods, supports homeowner rehabilitation/repairs to increase the supply of decent, safe and sanitary housing; Assist low income homebuyers with adequate down payment assistance to purchase housing in their choice neighborhoods; Assist public services agencies that provide assistance to low income that is cost overburden;

Note: Gulf Regional Planning Commission in 2010 received a \$2 million planning grant from Partnership for Sustainable Communities Grant funded by the Department of Housing and Urban Development, Department of Transportation and Environmental Protection Agency. The Partnership for Sustainable Communities works to coordinate federal housing, transportation, water, and other infrastructure investments to make neighborhoods more prosperous, allow people to live closer to jobs,

save households time and money, and reduce pollution. The Mayor of the City of Gulfport was the Executive Director for Housing Initiative for the Sustainable Communities Executive Committee. The plan which included a Fair Housing and Equity Assessment Report was completed in December 2013. This overall plan may be reviewed at www.gulfcoastplan.org.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The jurisdiction's strategy for addressing homelessness will focus to a great extent on the Salvation Army, The South Mississippi AIDS Task Force, Open Doors Homeless Coalition, Catholic Social Services, the Gulf Coast Women's Center, Back Bay Mission, Gulf Coast Rescue Mission, Climb CDC and others. The City of Gulfport will continue to support the efforts of these service providers who serve the homeless and those threatened with homelessness.

The City of Gulfport will also commit to funding one or more agencies that assist the homeless on an annual basis, as funds allow, through its CDBG Public Services Programs funding.

The City of Gulfport supports the Gulf Coast Continuum of Care, which is a multi-county-multi-agency effort to address the full continuum of care for the homeless. The City will continue to participate in the Continuum of Care and will actively support efforts to obtain HUD and other funding to broaden the spectrum of services available to the homeless and increase and improve the level of services.

The City of Gulfport will continue to support efforts of the Open Doors Homeless Coalition to assess and address the needs of homeless persons and to obtain grant funding to assist those on the verge of becoming homeless.

Addressing the emergency and transitional housing needs of homeless persons

The City of Gulfport and HOME Consortium will continue to work with the Open Doors Homeless Coalition, Salvation Army, Mississippi Regional Housing Authority VIII, Back Bay Mission, South MS AIDS Task Force, Gulf Coast Women's Center for Non-Violence and other housing support agencies to expand availability of emergency shelter and transitional housing to meet the housing needs of homeless persons in Gulfport.

The City of Gulfport and Salvation Army are coordinating to purchase an old bakery and warehouse to turn into 200-240 shelter beds for individuals, families within the next eighteen months. This will be the first bed shelter in Gulfport since before Hurricane Katrina and is greatly needed.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Gulfport will continue to work with the Open Doors homeless Coalition, Salvation Army, Mississippi Regional Housing Authority, Back Bay Mission and other housing support agencies to reduce and eventually eliminate homelessness in Gulfport

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City of Gulfport will continue to work with the Open Doors homeless Coalition, Salvation Army, Mississippi Regional Housing Authority, Back Bay Mission and other housing support agencies to reduce and eventually eliminate homelessness in Gulfport

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The reduction of lead-based paint hazards will require a coordinated effort on the part of housing providers in Gulfport and Consortium Jurisdiction. The City of Gulfport, the Mississippi Regional Housing Authority VIII, and the Biloxi Housing Authority will play the most significant roles in this effort.

The City of Gulfport will continue to require abatement of lead-based paints in connection with implementation of its CDBG and or HOME housing rehabilitation program. The program requires testing for the hazard and abatement, if necessary, in accordance with EPA requirements.

The City's code enforcement efforts will require upgrading of structures to code standards thus eliminating or reducing the likelihood of exposure.

The Mississippi Regional Housing Authority VIII will continue to require abatement of lead-based paint hazards prior to public housing rehabilitation or renovation.

The Regional Housing Authority will continue its inspection program, which requires that owners of any housing units inspected for Section 8 eligibility, scrape and repaint any surface areas where paint is chipping or peeling. The agency will continue its lead-based paint hazard educational program by providing informative literature to Section 8 families with children less than six years of age

How are the actions listed above related to the extent of lead poisoning and hazards?

The Mississippi Department of Health reports statistics on Harrison County and the latest report in 2015 states that Harrison County is not a high risk county. There were 9 identified cases in Harrison County, of which 7 were between the ages of 5-9 and 2 were between the ages of 10-14.

How are the actions listed above integrated into housing policies and procedures?

LBP is required to be contained or removed in compliance with federal regulations since Mississippi has no law requiring the remediation of LBP.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The Consolidated Plan must describe the jurisdiction's goals, programs, and policies for reducing the number of poverty level families.

The City of Gulfport and the Consortium recognizes that its actions have a significant bearing on economic development and private investment in the community. The City of Gulfport remains proactive in its efforts to encourage economic development and redevelopment in the community. The City and Consortium has used such programs as the Urban Renewal Program, the CDBG program and others to revitalize and redevelop areas of Gulfport and the unincorporated areas of Harrison County. This pro-development attitude has helped attract gaming venues, new business and industry, and in effect, created thousands of new jobs.

In addition to capitalizing on redevelopment opportunities and encouraging economic growth to create more jobs, the City and Consortium will continue to do the following to help reduce the number of poverty level families:

The City and Consortium will continue to support programs of the Mississippi Regional Housing Authority to train public housing residents and will support the establishment of such programs as day care and after hour care, which will provide mothers a chance to seek and maintain gainful employment while children are being cared for by qualified agencies. Also, the City will support the establishment of local job training programs, which focus on jobs for Gulfport residents.

The City and Consortium will continue its commitment to maintain existing infrastructure, i.e., water, sewer, streets, etc., to serve business and industry and will continue its policy of upgrading and improving infrastructure to accommodate, encourage, and induce development.

The City and Consortium will continue street improvements on major thoroughfares to insure that traffic congestion does not adversely impact economic development efforts.

The City has used programs such as the Community Development Block Grant Program and others to position the City so that development and redevelopment opportunities will be available.

The City and Consortium will continue its policy of encouraging investment and creation of jobs and will, to the maximum extent feasible, encourage investors to employ local residents.

The City and Consortium will continue to work with and support local agencies to expand affordable housing options.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City and Consortium will continue to work in support of Open Doors Homeless Coalition and its member agencies and Mississippi Regional Housing Authority VIII to reduce the number of poverty-level families. Comprehensive support by these agencies includes providing appropriate clothing for job interviews, career counseling, child care, communication equipment access, and access to information about available employment opportunities. By filling the gap in the service delivery system through expanded tenant-based rental assistance programs in Gulfport, the number of poverty-level families will begin to decrease as those most in need are enabled to secure and retain gainful employment.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

In compliance with U.S. Department of Housing and Urban Development regulations, the City of Gulfport, as a CDBG Entitlement Community and as lead agency for the Consortium, has and will:

- Established the standards and procedures that will be used to monitor program progress and compliance. The Community Development Department of the City will be the responsible agency for carrying out the programs of the Plan. The procedures for monitoring sub-recipients are on file in the Community Development Department of the City of Gulfport.
- Prepare Consortium partners formally meet a minimum of annually to review funding, policies and procedures. Each consortium partner is responsible for their respective program policies and procedures, including verification, eligibility and approval process. The Lead-Agency reviews the individual documentation submitted for payment request and reviews for eligibility.
- As Lead-Agency for the HOME Consortia, Gulfport is responsible for monitoring consortium members, sub-recipients and CHDO's. The Lead-Agency has not developed a formal written policy on monitoring of consortia members, but has monitored, assisted and provided technical support on an as needed basis. The CHDO's and sub-recipients are monitored under the regular CDBG/HOME monitoring guidelines.
- "Desk" monitoring is completed during the year on the funded agencies. Agencies must provide complete documentation and receipts of expenditures and provide a monthly or quarterly report on type and number of persons assisted prior to approval of reimbursement. A select number of agencies are provided on-site monitoring each year based on current circumstances (new agency, timeliness, or irregularities with submittal request). discrepancies (lack of documentation, invalid request for reimbursement, etc. are handled monthly and are either corrected at that time or denied reimbursement).

- The City of Gulfport provides funding to subrecipients on a reimbursement basis. A “desk” monitoring is conducted prior to each approval of payment. Subrecipients are also required to submit at least quarterly and annual reports of eligible persons assisted.
- Work closely with sub-recipients and CHDO partners to insure compliance with program regulations and will provide technical assistance to the entities as needed to insure success. Proper documentation has a significant role in skilled administration, and this will be a priority for the staff of the Community Development Department of the City of Gulfport.
- Carefully monitor the progress towards meeting goals identified in the strategic plan over the five-year period of the Plan.
- The City’s home rehabilitation department insures long-term code compliance by including the City’s building inspectors on the initial feasibility inspection, consultations between the job specification writer and the building code department, progress and final inspection approval by the City building code department prior to payments to contractors for work completed.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The anticipated funding for the next five years based on current allocations of CDBG and HOME.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	780,718	0	0	780,718	3,126,068
							After falling to its lowest in the last 5 years, CDBG is currently rebounding in the last year and a half. We anticipate either stability or small increases over the next 5 years.

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Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG Program does not require a match, however, the City and County have partnered with CDBG funds for capital improvement projects with hopes to continue to do so in the future.

The HOME Program does require a 12.5% match of non-federal funds for every dollar of HOME funds expended. The Community Development Department has managed to maintain this match level every year, but it is a struggle with the types of programs the home consortium provides and eligible match requirements. On the Homebuyer Assistance Program, for every home that is sold under the appraised value, the seller/owner authorizes the difference to be utilized as match. The HOME CHDO utilizes volunteers in their acquisition/rehab program along with receiving non-federal match from private donations, Home Depot, Lowes, for projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has publicly owned land available from unpaid tax rolls. This land is offered for utilization of affordable housing, however, the majority of the available land is not suitable for housing construction (too small, flood area, no access, etc.)

Discussion

Optional

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homebuyer Assistance - Gulfport-- HOME	2022	2026	Affordable Housing	City -Wide Homebuyer Assistance - Eligible Low/Mod Income Household - LMH	Housing Assistance	HOME: \$269,996	Direct Financial Assistance to Homebuyers: 6 Households Assisted
7	Homebuyer Assistance - Harrison Cty - HOME	2017	2021	Affordable Housing	County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County	Housing Assistance	HOME: \$80,837	Direct Financial Assistance to Homebuyers: 3 Households Assisted
8	CHDO set-aside funds - HOME	2017	2021	Affordable Housing	Consortium Jurisdiction - City Wide and Unincorporated Harrison County	Housing Assistance	HOME: \$48,993	Homeowner Housing Added: 1 Household Housing Unit
9	Streets, Drainage, Sewer Improvements - Gulfport	2017	2021	Non-Housing Community Development	Streets, Sidewalks, and Lighting Improvements Ward 1 - Low Mod Designated Area Ward 3 - Low/Mod Designated Areas	Public Improvements (Streets, Drainage, Sewer,)		

Table 55 – Goals Summary

Goal Descriptions

1	Goal Name	Homebuyer Assistance - Gulfport-- HOME
	Goal Description	The City of Gulfport and Harrison County will utilize its HOME share of Consortium funds to provide Homebuyer Assistance to eligible low to moderate income homebuyers to purchase affordable housing within the City of Gulfport and the un-incorporated areas of Harrison County
7	Goal Name	Homebuyer Assistance - Harrison Cty - HOME
	Goal Description	HOME funds provided to eligible low to moderate income homebuyers in the un-incorporated areas of Harrison County
8	Goal Name	CHDO set-aside funds - HOME
	Goal Description	Funding available to eligible CHDO to provide affordable housing within the HOME Consortium jurisdiction. Specific CHDO and specific project not identified this date.
9	Goal Name	Streets, Drainage, Sewer Improvements - Gulfport
	Goal Description	Installation or repair of streets, street drains, storm drains, curbs and gutters, sidewalk improvements, paving, landscaping, traffic lights/signs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Proposed Activities utilizing CDBG and HOME funds for 2022.

#	Project Name
1	Quarters Street Improvements Project 2022
2	Homebuyer Assistance - HOME Gulfport 2022
3	Homebuyer Assistance - HOME Harrison Cty 2022
4	Home Administration - HOME 2022
5	CHDO Set-aside - HOME 2022

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Gulfport has proposed to utilize 100% of its 2022 CDBG funds (\$780,718), including current CDBG funding balance from prior years funding (approximately \$2,019,282) for a project street improvements project in Ward 1. The project

AP-38 Project Summary
Project Summary Information

1	Project Name	Quarters Street Improvements Project 2022
	Target Area	Ward 1 - Low Mod Designated Area
	Goals Supported	Streets, Drainage, Sewer Improvements - Gulfport
	Needs Addressed	Public Improvements (Streets, Drainage, Sewer,)
	Funding	CDBG: \$780,718
	Description	Street improvements, such as drainage, street paving, sidewalks, curbs, streetlights, safety lighting, signage and landscaping, environmental, engineering and design. All proposed work to be within city easement rights (no easements/acquisition). The Quarters Commercial and business district encompasses a larger area than what the CDBG funds will be utilized. 19th Street (between 30th Ave and 33rd Ave)20th Street (between 30th Ave and 33rd Ave)21st Street (between 30th Ave and 33rd Ave)31st Ave (between 19th St and 21st St)32th Ave (between 19th St and 21st St)Other non-CDBG activities in the area. The City through private grants and funding are providing facade grants to local businesses in the area through its Main Street Program. The city also is seeking non-federal and private funding to assist property owners (homeowners and landlords) in grants and loans to enhance their properties in the future.The Department of Labor is currently investing \$40 million in rebuilding the Gulfport Job Corp School destroyed during Hurricane Katrina
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	Project is located in Ward 1, Designated low income minority areas. Three census tracts encompasses the area - Overall = 66.01% Low and moderate income. Census tract 002300, block group 1 = 87.76% Low and moderate income, census tract 002300, block group 2 = 53.52% Low and moderate income, and census tract 002300, block group 3 = 64.61% Low and moderate income. 2022 CDBG funding will be utilized within the following area boundaries 20th Street (between 30th Ave and 33rd Ave) 21st Street (between 30th Ave and 33rd Ave) 19th Street (between 30th Ave and 33rd Ave) 31st Ave (between 19th St and 21st St) 32nd Ave (between 19th St and 21st St)
	Planned Activities	
2	Project Name	Homebuyer Assistance - HOME Gulfport 2022
	Target Area	City -Wide Homebuyer Assistance - Eligible Low/Mod Income Household - LMH
	Goals Supported	Homebuyer Assistance - Gulfport-- HOME
	Needs Addressed	Housing Assistance
	Funding	HOME: \$269,996
	Description	Homebuyer Assistance for eligible low and moderate income households to purchase affordable housing in the City of Gulfport
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Estimated 5 households to purchase single family housing , approximately 15 persons assisted
	Location Description	Program is eligible city-wide. Eligible homebuyers may purchase affordable housing anywhere in the City that meets HUD program guidelines.
	Planned Activities	provide downpayment and/or closing cost between \$1,000 to \$30,000 based on individual assessed need.
	Project Name	Homebuyer Assistance - HOME Harrison Cty 2022

3	Target Area	County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County
	Goals Supported	Homebuyer Assistance - Harrison Cty - HOME
	Needs Addressed	Housing Assistance
	Funding	HOME: \$145,383
	Description	Homebuyer assistance for eligible low and moderate income households to purchase affordable housing in the un-incorporated areas of Harrison County
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	approximately 3 households (8 persons) to be assisted with \$1,000 to \$30,000 downpayment and/or closing costs based on individual need.
	Location Description	homebuyer may purchase affordable housing anywhere in the un-incorporated areas of Harrison County..
4	Planned Activities	homebuyer assistance and/or closing cost
	Project Name	Home Administration - HOME 2022
	Target Area	City -Wide Homebuyer Assistance - Eligible Low/Mod Income Household - LMH County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County Consortium Jurisdiction - City Wide and Unincorporated Harrison County HOME - Tenant Based Rental Assistance
	Goals Supported	Homebuyer Assistance - Gulfport-- HOME Streets, Drainage, Sewer Improvements - Gulfport Homebuyer Assistance - Harrison Cty - HOME CHDO set-aside funds - HOME
	Needs Addressed	Housing Assistance Housing Repairs, Acquisition, Construction Tenant Based Rental Assistance
	Funding	HOME: \$55,383
	Description	Administrative and operating cost for implementing the HOME Program
	Target Date	12/31/2026

	Estimate the number and type of families that will benefit from the proposed activities	approximately 9 households for the homebuyer assistance program
	Location Description	City wide and un-incorporated areas of Harrison County
	Planned Activities	homebuyer assistance
5	Project Name	CHDO Set-aside - HOME 2022
	Target Area	Consortium Jurisdiction - City Wide and Unincorporated Harrison County
	Goals Supported	CHDO set-aside funds - HOME
	Needs Addressed	Housing Repairs, Acquisition, Construction
	Funding	HOME: \$83,075
	Description	Required minimum set-aside funds for eligible CHDO to provide affordable housing within the Consortium Jurisdiction (City of Gulfport and Un-incorporated Harrison County)
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	one household with a average of 3 persons assisted
	Location Description	CHDO area is City limits of Gulfport and Un-incorporated areas of Harrison County
	Planned Activities	Acquisition, rehabilitation and resale to eligible homebuyers or construction of affordable housing for resale to homebuyer.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City is divided into seven wards, all wards have some identified areas of low and moderate income concentration. However, Wards 1 and 3 have the largest concentration of low and moderate income and minority concentration and has historically been the areas that have received the majority of funding, especially for LMA projects. Housing projects are not limited to one or two wards but are eligible city wide to low/moderate income households. Public Services agencies and programs that provide services to low and moderate income citizens do not have to be located within the LMA or within the City of Gulfport, but must document the assistance to a low moderate income resident of Gulfport.

Geographic Distribution

Target Area	Percentage of Funds
Ward 1 - Low Mod Designated Area	60
Ward 3 - Low/Mod Designated Areas	0
City-Wide Homebuyer Assistance - Eligible Low/Mod Income Household - LMH	30
City-Wide Homeowner Housing Repairs/Rehab - Eligible Low/Mod Homeowner - LMH	0
City-Wide Public Service Programs -	0
Ward 2 - Low income Census Tract Area	0
Ward 4 - Low Income Census Tract	0
Ward 5 - Low Income Census Tract Area	0
County - eligible Low/Mod Homebuyers in Un-Incorporated Harrison County	10
Consortium Jurisdiction - City Wide and Unincorporated Harrison County	0

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City is divided into seven wards, all wards have some identified areas of low and moderate income concentration. However, Wards 1 and 3 have the largest concentration of low and moderate income and minority concentration and has historically been the areas that have received the majority of

funding, especially for LMA projects. Housing projects are not limited to one or two wards but are eligible city wide to low/moderate income households. Public Services agencies and programs that provide services to low and moderate income citizens do not have to be located within the LMA or within the City of Gulfport, but must document the assistance to a low moderate income resident of Gulfport.

Discussion

Optional

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	2,000
Special-Needs	0
Total	2,000

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	6
Total	6

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

Homebuyer assistance anticipates assisting six homebuyers

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Mississippi Regional Housing Authority VIII has completed its RAD (Rental Assistance Demonstration) conversion to sustain affordable housing in the City of Gulfport. There are no "public housing" developments at this time in the City. However, through its non-profit, South Mississippi Housing and Development Corporation, there are four developments in the City of Gulfport housing low income residents through voucher assistance. Those developments are Baywood Place, 1900 Switzer Road with 72 units for seniors; Regency Way, 1400 28th Street with 120 units for families and seniors; Sanderson Village, 1000 34th Street, 80 units multi-family; North Park Estates (Phase I completed and Phase II in funding phase).

Actions planned during the next year to address the needs to public housing

Mississippi Regional Housing Authority VIII plans to pursue the redevelopment of North Park Estates located in Gulfport. MHRA VIII, with its non-profit instrumentality, South Mississippi Housing and Development Corporation plans to develop 40 public housing and 40 project-based vouchers units in North Gulfport, Mississippi. Project basing these units is consistent with the PHA Plan in that it supports the continuation of using Project

Actions to encourage public housing residents to become more involved in management and participate in homeownership

MHRA VIII has an active Family Self Sufficiency Program to encourage residents of public housing and voucher programs to purchase affordable housing through its housing choice voucher program. The City of Gulfport and MHRA VIII have collaborated and will continue to collaborate with providing homebuyer assistance to low income participants of the family self-sufficiency program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

Optional

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Optional see below

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city of Gulfport's one year 2022 goals is to continue to work with the Open Doors Homeless Coalition, Back Bay Mission, Mississippi Regional Housing Authority VIII, Gulf Coast Women's Center for Non-violence, South MS AIDS Task Force, Salvation Army to share information about Gulfport's homeless population to generate private donations, to assist in securing federal grants and to assist at least one or more agencies with CDBG Public Service funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City along with Open Doors Homeless Coalition and other local non-profit organizations that assist the homeless will work together a plan for the HOME ARPA funding to address the housing needs of the homeless and near homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to support the efforts of Mississippi Regional Housing Authority VIII to secure and issue VASH vouchers to benefit homeless veterans by encouraging the VA to expedite referrals. The City also will continue to support efforts to development and implement a tenant based rental program through the HOME program funds, which includes utility and security deposit grants, to make existing rental housing more affordable to the homeless and near homeless. The City of Gulfport will make funds available to at least one or more public service agencies that support and benefit homeless and near homeless individuals through their services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly

funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Gulfport will support efforts of agencies and organizations that assist low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections program and institutions).

Discussion

Optional

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

The City of Gulfport's last comprehensive analysis of impediments was conducted in 2020 in a collaboration with the State of Mississippi, and all State Public Housing Authorities and all HUD Entitlement Cities.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Gulfport does not deem its taxation, zoning, building and related codes or policies to be barriers of affordable housing. The City zoning and ordinances allows for various densities of multifamily developments as well as single-family housing. The only public policy identified in the last comprehensive Analysis of Impediments was there were no provisions for group homes. The City does have provisions for both Boarding Houses and Rooming Housing

The current zoning maps allows for a mixture of single-and multi-family residential units on varying lot sizes throughout the City as well as group homes in a variety of areas. Other land use regulations support sustainability measures and provide for density bonuses when combined with natural resource preservation and/or other public benefits. The City has adopted the latest version of the International Build Code, which requires compliance with Americans with Disabilities Act and Fair Housing Act Provisions.

Discussion

Optional

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This portion of the Action Plan identifies and describes other actions that the City of Gulfport and agencies serving Gulfport residents propose to accomplish in program year 2022 relative to the following:

- *Actions to address obstacles to meeting underserved needs.*
- *Actions to foster and maintain affordable housing.*
- *Actions to remove barriers to affordable housing.*
- *Actions to develop institutional structure.*
- *Actions to enhance coordination between public and private housing, health and social service agencies.*
- *Actions to encourage public housing residents to become more involved in management and participate in homeownership.*

Actions planned to address obstacles to meeting underserved needs

The City of Gulfport with the assistance of the appropriate agency or agencies will attempt the following actions to remove obstacles to meeting underserved needs of the community:

- To support housing and support service agencies in their efforts to obtain funding to continue and expand existing facilities and services.
- To encourage active solicitation of every known funding source and to support applications for funding from federal, state, and local funding sources including HUD programs.
- To facilitate ongoing cooperation and coordination between agencies such as the Gulf Coast Women's Center, Back Bay Mission, Salvation Army, South MS AIDS Task Force, and others.
- To improve the public housing living environment at all public housing sites.
- To increase transitional housing and supportive services particularly for women with children.
- To increase affordable housing opportunities for owners and renters through the Harrison County HOME Program Consortium, and other programs.
- To ensure fair housing and eliminate barriers to fair housing and housing discrimination through

education and enforcement by the Mississippi Center for Justice.

Actions planned to foster and maintain affordable housing

- The City and Consortium will partner with the State of Mississippi through Mississippi Home Corporation to compile a State-wide five year Affirmatively Furthering Fair Housing Plan, utilizing HUD new guidance effective December 2015. Mississippi Home Corporation will be the Lead Agency for the assessment which will be due in 2019. The City along with Mississippi Regional Housing Authority VIII, the City of Biloxi, City of Pascagoula, City of Moss Point and Biloxi Housing Authority, will also collaborate for a regional one coast assessment. The last comprehensive analysis of impediments identified the following impediments to Fair Housing. The City has not identified any additional impediments and has updated the progress to the following impediments.
1. Lack of Fair Housing Education and Outreach –(Strategy) The City will update its website to include links to the HUD’s Fair Housing, local fair housing centers. *(completed and ongoing)*. City will continue to provide homebuyers and homeowners with fair housing brochures through its CDBG/HOME programs. *(ongoing)* City will continue to require all potential homebuyers requesting HOME funds to attend homebuyer education classes. *(ongoing)*
 2. Areas of Low/Mod Income Concentration – develop new affordable housing outside of areas of low/mod income concentration(Strategy) The city’s homeowner rehabilitation program and homebuyer assistance programs are eligible for assistance city-wide and do not limit assistance in selected areas. *(ongoing)*
 3. Lack of Affordable Homebuyer Units(Strategy) The city has numerous affordable housing units outside of low/mod impacted areas. *(ongoing - these homes are available to low/mod homebuyers through the homebuyer assistance program)*. The city will continue to utilize a portion of its HOME funds in 2022 for homebuyer assistance to low/mod homebuyers for purchase of their choice city-wide. *(ongoing)* The city will continue its homeowner housing rehabilitation programs, emergency, minor and substantial rehabilitation utilizing both CDBG and HOME funds. *(ongoing)* Mississippi Regional Housing Authority VIII will continue to utilize its Housing Voucher Program to assist low income homebuyer for purchase of their choice. *(ongoing)*
 4. Lack of Affordable Rental Units Mississippi Regional Housing Authority will continue to provide vouchers to low income households for affordable housing. *(ongoing)*
 5. Housing Accessibility The city will continue its emergency repair assistance for accessibility housing needs.
 6. High Property Insurance Cost The City and other agencies will support and provide down payment assistance to homebuyers to lower their overall housing costs. *(Housing insurance has*

reduced since its high after Hurricane Katrina, however, it is still an impediment to affordable housing cost for low, mod, and middle income homebuyers and homeowners.}).

7. Housing Problems – safe, decent, sanitaryCity will continue its housing emergency, minor and substantial housing repair programs for low income households. *(ongoing)*City will continue code enforcement efforts to address housing problems within the city. *(ongoing)*
8. Zoning Ordinance – Provisions for group homesZoning definitions will be updated to include correct wording. *(ongoing)*
9. Lack of public transportation in areas north of the cityCity continues to work with Coast Transit Authority to identify routes. *(ongoing)*

Actions planned to reduce lead-based paint hazards

The City and agencies will undertake the following measures to reduce the incidence of lead-based paint hazards in Gulfport.

- The Harrison County Department of Health will continue use of its programs and resources to test children for lead contamination.
- The MS Regional Housing Authority No. VIII will abate lead-based paints in public housing units with Public Housing Comprehensive Grant funds.
- The City of Gulfport addresses lead-based paint in its housing rehabilitation programs and follows all HUD regulations as described under 24 CFR Part 35 and 24 CFR 207.608.
- The MS Regional Housing Authority No. VIII will continue its program for abatement of lead-based paints in units rented under the Section 8 Rental Assistance Payments Program. The agency will continue to require that dwellings inspected and found to have paint peeling, scrape and repaint the walls.

Additionally, the MS Regional Housing Authority No. VIII will continue its education program wherein education pamphlets are provided to new Section 8 certificate and voucher holders. The program is designed to inform residents of the hazards of lead-based paints.

Actions planned to reduce the number of poverty-level families

The City of Gulfport recognizes that its actions have a direct impact on the economic and social well being of its citizens, while it has little control over their poverty status. It is a long-standing policy of the City of Gulfport to be pro-active in encouraging economic development and redevelopment in the community. This policy has been developed to encourage private investment and job creation. The City is aware that by taking a pro-active approach to economic development and redevelopment, its citizens

benefit both directly and indirectly from increased private investment and job creation.

As part of its antipoverty strategy, the City proposes to take the following actions during the 2016 Action Plan program year:

- The City will continue its policy of encouraging investment and job creation.
- The City will continue its commitment to maintain existing infrastructure to serve business and industry and will continue its policy of upgrading and improving infrastructure to accommodate, encourage, and induce development.
- The City will support agencies such as the Gulf Coast Community Action Agency, Gulf Coast Business Services, Small Business Administration and others as appropriate to address the training needs of the working poor.

Actions planned to develop institutional structure

The development of an effective institutional structure and enhancement of coordination for the sake of meeting the needs of Gulfport cannot be separated. HUD requirements for preparation of the Consolidated Plan and Action Plan have fostered the improvement of the Gulfport institutional structure and have enhanced coordination. Interaction between local jurisdictions and between the City and public and private agencies is a Plan requirement. In an effort to improve institutional structure and enhance coordination, the City will seek to accomplish the following:

- The adherence to the Citizens Participation Plan will assist the City in its efforts to strengthen the institutional structure within the jurisdiction.
- The City will support the coordinated efforts of the agencies such as the Gulf Coast Women's Center, Salvation Army, Gulf Coast Rescue Mission, Gulf Coast Community Action Agency, South MS AIDS Task Force, Back Bay Mission, and others as the agencies move forward to address the

full continuum of care.

Actions to encourage public housing residents to become more involved in management and participation in homeownership.

To foster public housing residents to become more involved with management and participate in homeownership, the City of Gulfport will seek to accomplish the following:

- The City and Mississippi together and separately will work to provide homebuyer assistant to eligible low income homebuyers through the Home Consortium Homebuyer Assistance programs and Mississippi Regional Housing VIII Housing Choice Voucher Program.
- The MS Regional Housing Authority No. VIII has encouraged and will continue to encourage residents to take a more active role in residential management. The individual home developments have created resident councils to work with the on-site managers and the Housing Authority. This relationship will help foster a better understanding of management and the decision-making process. The resident councils' primary purpose is to encourage the community programs to come into their individual sites. In turn, the residents are being encouraged to seek out education and job training opportunities in their local communities. The Housing Authority, through the Comprehensive Grant Program, has set aside funding to provide such training opportunities.

The resident councils have representatives that are members of the umbrella council of Harrison County. This council functions as an advisory group for the entire area, and its purpose is to help give further guidance to the development of job training programs and other opportunities. The County Council was trained through a technical assistance training grant, which encouraged the formation of the resident council umbrella program.

The MS Regional Housing Authority No. VIII will continue to implement its resident initiative

programs. The City will support the resident initiatives.

- The City will support the MS Regional Housing Authority No. VIII in its efforts to obtain funding under the Public Housing Drug Elimination Program, Youth Sports Program, and the Public Housing Comprehensive Grant Program.
- The City will support efforts of the MS Regional Housing Authority No. VIII to expand homeownership for minorities.
- The City will support minority and low- and moderate-income homeownership initiatives of the MS Regional Housing Authority No. VIII.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Gulfport with the assistance of the appropriate agency or agencies will attempt the following actions to remove obstacles to meeting underserved needs of the community:

- To support housing and support service agencies in their efforts to obtain funding to continue and expand existing facilities and services.
- To encourage active solicitation of every known funding source and to support applications for funding from federal, state, and local funding sources including HUD programs.
- To facilitate ongoing cooperation and coordination between agencies such as the Gulf Coast Women's Center, Back Bay Mission, Salvation Army, South MS AIDS Task Force, and others.
- To improve the public housing living environment at all public housing sites.
- To increase transitional housing and supportive services particularly for women with children.
- To increase affordable housing opportunities for owners and renters through the Harrison County HOME Program Consortium, and other programs.
- To ensure fair housing and eliminate barriers to fair housing and housing discrimination through

education and enforcement by the Mississippi Center for Justice.

Discussion

Optional

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Below are specific CDBG and HOME program requirements

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|--------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 95.00% |

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

For HOME Projects:

Individual private funds, donations and loans for homebuyer assistance

FHA – homebuyer assistance

Housing Choice Vouchers – homebuyer assistance

Habitat for Humanity – homeowner housing rehabilitation/reconstruction

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

See Attached HOME Consortium Resale and Recapture Policy per revised New HOME Final Rule Effective 8/23/2013, as written guidelines exceed the allowed 4,000 character limit for ECon response.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

See Attached HOME Consortium Resale and Recapture Policy per revised New HOME Final Rule Effective 8/23/2013, as written guidelines exceed the allowed 4,000 character limit for ECon response.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium programs or funding allocations do not allow for refinancing of existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Optional

Appendix - Alternate/Local Data Sources

CITIZEN PARTICIPATION

PUBLIC NOTICES

PUBLIC HEARINGS

CITIZEN COMMENTS



**CITY OF GULFPORT
FIVE-YEAR CONSOLIDATED PLAN – CDBG AND HOME
AND 2022 ONE-YEAR ANNUAL ACTION PLAN
SUBSTANTIAL AMENDMENT -2019 -2021 GRANTS
2021 HOME AMERICAN RESCUE PLAN**

PUBLIC HEARING - AGENDA

Thursday June 30, 2022 6:00 p.m.

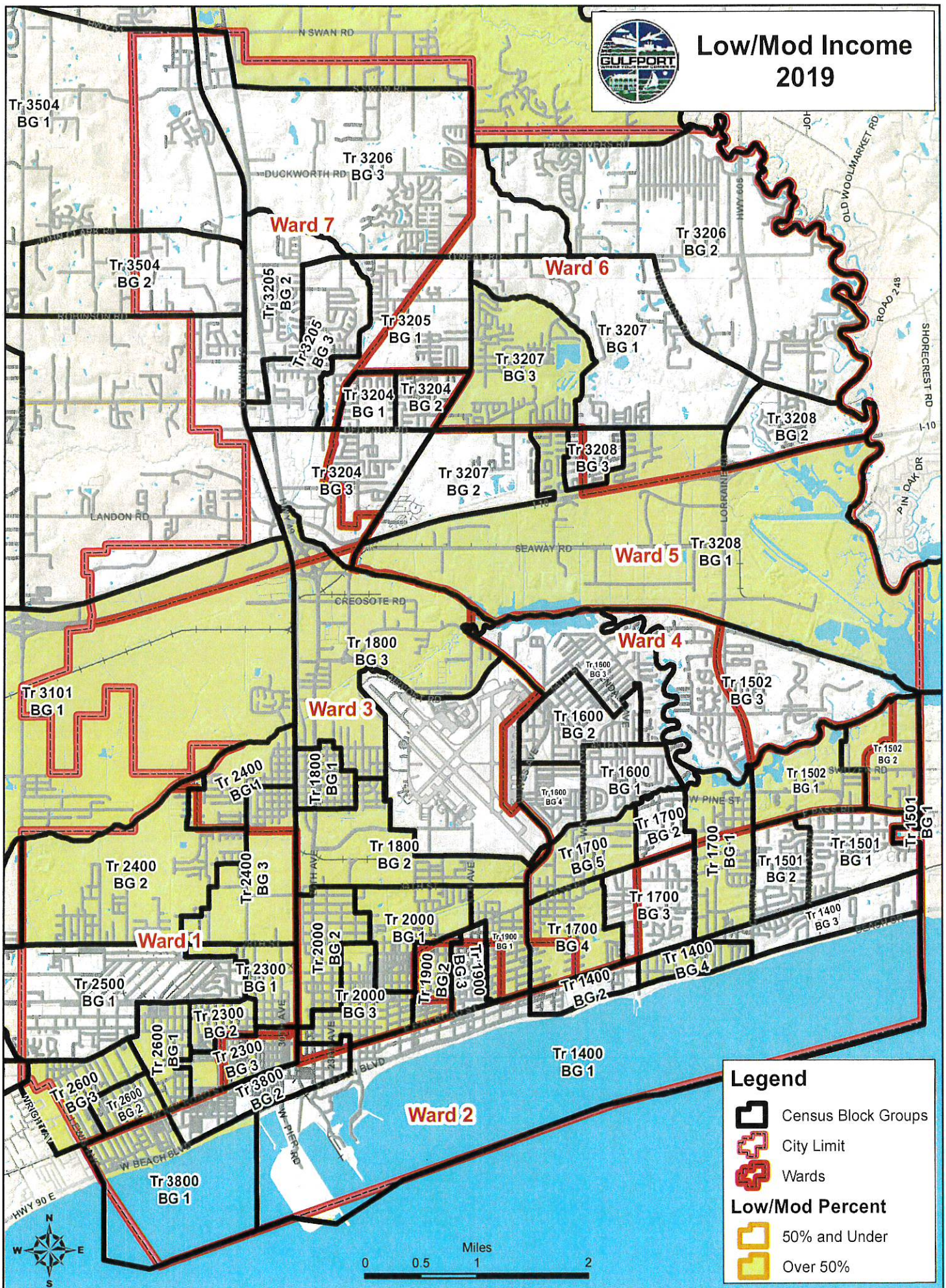
- I. Introduction and Welcome**
- II. Consolidated Plan and One-Year Action Plans**
- III. Eligible CDBG AND HOME Activities**
- IV. Substantial Amendment to CDBG Grants 2019-2020-2021 and proposed use of 2022 and 2023 CDBG funding.**
- V. HOME – American Rescue Plan Act**
- VI. Feedback on community needs**
- VII. Conclusion**

City of Gulfport
2022-2026 Consolidated Plan and 2022 Action Plan
Thursday, June 30, 2022, 6:00 p.m.

- **Purpose of Hearing and the CDBG and HOME Entitlement Programs Overview**
 - 2022-2026 Consolidated Plan and 2022 Action Plan
 - Community Development Block Grant (CDBG) National Objective & Activities
 - HOME Program (HOME) National Objective and Activities.
- **The Consolidated Plan and Action Plans are designed by HUD to consolidate the planning and application requirements for four HUD Community Planning and Development formula grant programs, as follows:**
 - The Community Development Block Grant Program (CDBG)
 - Home Investment Partnership Programs (HOME)
 - Housing Opportunities for People with AIDS (HOPWA)
 - Emergency Shelter Grants (ESG)
- **The three broad goals of the four HUD Community Planning and Development programs are as follows:**
 - To provide decent housing;
 - To provide a suitable living environment;
 - To expand economic opportunities.
- **National Objectives of Community Development Block Grant Programs**

Each funded activity must meet one of three National Objectives:

 - Benefiting low and moderate-income persons.
 - Preventing or eliminating slums or blight.
 - Meeting urgent needs.
- **Examples of Basic Eligible Activities for the CDBG Programs**
 - Acquisition of property for a public purpose.
 - Acquisition, construction and rehabilitation of Public facilities.
 - Infrastructure improvements including water improvements, wastewater improvements, solid waste improvements, streets and storm drainage improvements, etc.
 - Demolition and clearance of deteriorated buildings.
 - Removal of barriers that restrict the mobility of disabled persons.
 - Urgent needs and emergency grants to address community development needs have a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.
 - Interim assistance requiring immediate action to alleviate emergency conditions.
 - Relocation payments and assistance for permanently or temporarily displaced individuals, families, businesses and organizations, displaced by program activities.
 - Acquisition, construction or rehabilitation of privately owned utilities.
 - Rehabilitation of housing for low-to moderate income households.
 - Special economic development activities.
 - Public Services to address high priority unmet community needs.
- **Eligible HOME Activities**
 - Direct homebuyer assistance in the form of down payment assistance and/or closing costs.
 - Construction, rehabilitation and/or reconstruction of single-family housing.
 - Acquisition and/or rehabilitation costs of affordable rental housing.
 - Tenant based rental assistance.



PUBLIC HEARING
PROPOSED SUBSTANTIAL AMENDMENT
For Prior Years Action Plans 2019, 2020, 2021
and Proposed Use of CDBG
funding for 2022 and 2023

The City of Gulfport is proposing to reallocate it's prior years unused CDBG 2019, 2020 and 2021 funding and anticipates utilizing its future annual 2022 and 2023 CDBG Allocations to a new project, Urban Renewal Streetscape Improvements. The proposed project is located in and around the neighborhood known as the "Quarters".

Gulfport City Council Designation:

April 3, 2018 – City Council designated Urban Renewal Areas within the City, declaring blighted areas under the Urban Renewal Act.

May 8, 2018 – City Council designated and approved an Urban Renewal District for "the Quarters Historic Minority Business District and Empowerment Zone".

August 18, 2020 – City Council approved the Urban Renewal Plan for the Quarters Historic Minority Business District and Empowerment Zone Project 2018.

September 8, 2020 – City Council designated and approved the expansion of the Gulfport Main Street Association Boundaries to include the Quarters Historic Minority Business District and Empowerment Zone area.

Scope of Work:

The City proposes to utilize CDBG funding for infrastructure and street improvements, such as drainage, street paving, sidewalks, curbs, streetlights, safety lighting, signage, and landscaping. All CDBG construction will be within the City's right-of-way, with no proposed easements or acquisitions.

The proposed scope to be conducted in Phases as funds allow over the next two years.

Location of Proposed Areas:

(Map Attached)

Proposed CDBG Budget Amendments

2019 CDBG Grant Balance	\$ 567,458.00
2020 CDBG Grant Allocation	\$ 722,195.00
2021 CDBG Grant Allocation	\$ 736,607.00
2022 CDBG Grant Allocation	\$ 780,718.00
2023 CDBG Grant Allocation (unknown)	\$

Total Proposed CDBG	\$2,806,978.00
---------------------	----------------

CDBG National Objective and Eligibility

To be eligible for CDBG funding a project must first meet at least one of three National Objectives.

- Benefits to Low and Moderate Income Persons
- Prevention and or Elimination of Slums and Blight
- Meeting other Community Needs having a particular urgency (i.e., Hurricane, Coronavirus)

Eligibility- Proposed scope is eligible under 24 CFR 570.201(c) - Eligible Activities

Documenting Low and Moderate Income Benefits

- Low and Moderate Income Area (Service Area must be at least 51% low and moderate income, based on the latest census data provided by HUD.
- The neighborhood characteristics within the designated district and includes one block on either side are:
 - Residential - 56%
 - Commercial - 9%
 - Houses of Worship - 3%
 - Undeveloped Lots - 32%
- The latest data utilized by HUD is the American Community Survey 2012-2017 updated 5/21/2021 in HUD's Integrated Disbursement and Information Software. The included census data map was derived from HUD CPD Mapping system, which indicates a service radius around a beginning point (Gulfport Job Corp site) and calculates the Census Tracts and Block Groups within the service area.

Total Overall Low and Moderate Income Area	= 66.01% LMA
Total population	2045
Total Low/Mod Population	1350

Census Tract 002300 Block Group 1	87.76% LMA
Total Population	490
Total Low/Mod Population	430

Census Tract 002300 Block Group 2	53.52% LMA
Total Population	795
Total Low/Mod Population	505

Census Tract 002300 Block Group 3	54.61% LMA
Total Population	760
Total Low/Mod Population	415

Other Proposed Activities within the service area, not utilizing CDBG funding.

- Reconstruction of the Gulfport Job Corp School -3300 20th Avenue. Approximately \$30 million to rebuild this school destroyed by Hurricane Katrina, funded by the Department of Labor. Construction is underway with completion in 2024.
- Urban Renewal Plan for the Quarters Historic Minority Business District, adopted by City Council in May 2018, and the Greater Downtown Urban Renewal Improvement District adopted in August 2020.

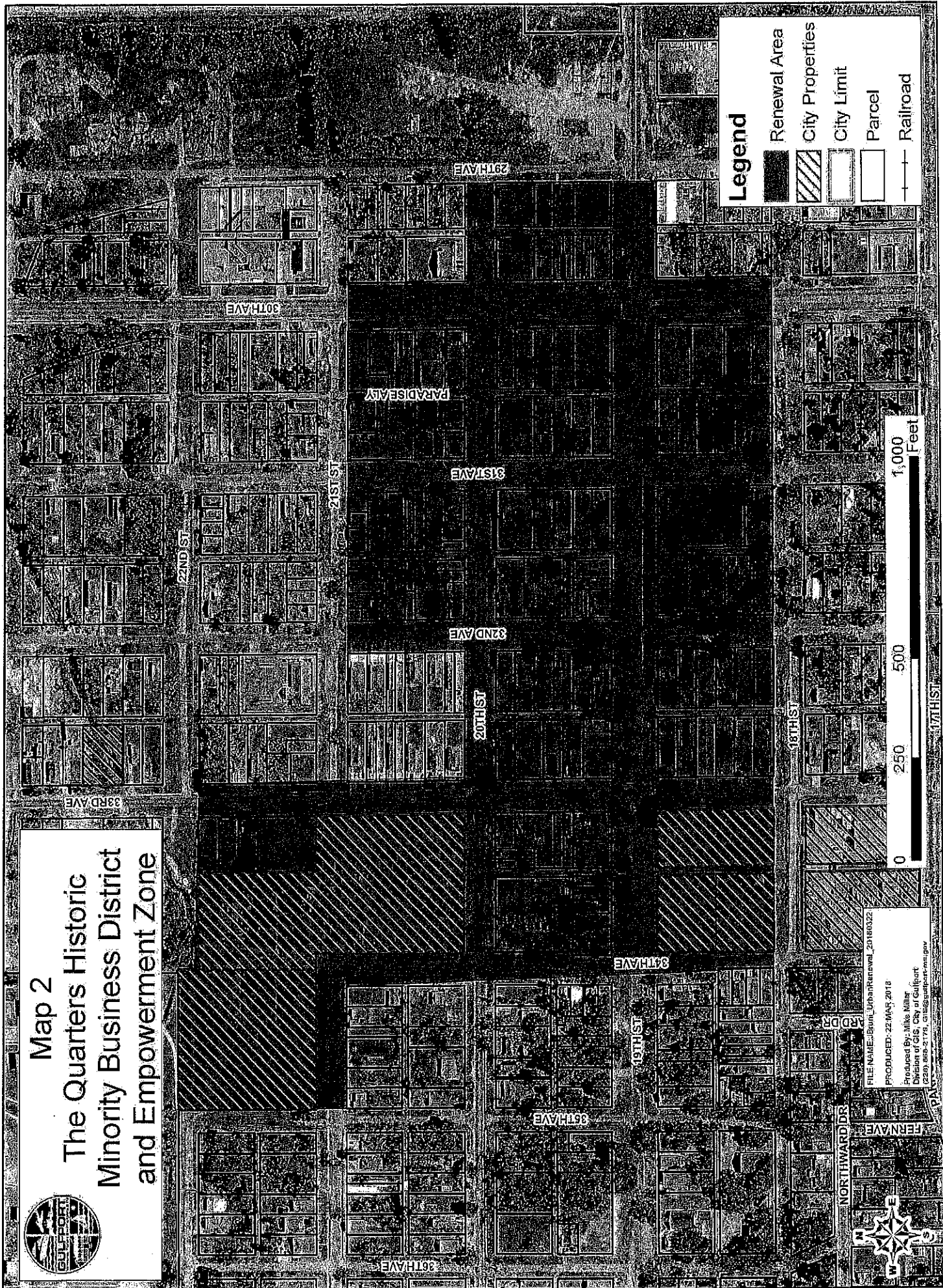
Citizen Participation and Public Hearing

A Public Hearing on the Proposed CDBG Substantial Amendment, along with proposed input into the 5-Year Consolidated Plans for CDBG and HOME and the Proposed usage of HOME ARPA 2021, to be held on Thursday, June 30, 2022, at 6:00 p.m. in the City Council Chambers, 2309 15th Street, Gulfport, MS.

For those persons who may require special accommodations, please contact us at least three days prior to public hearing at 228-868-5705, ext. 6545. Comments and surveys may be submitted to Community Development in writing to 1410 24th Avenue, Gulfport, MS, or email to communitydevelopment@gulfport-ms.gov. Notices and surveys are available on the City of Gulfport Website at www.gulfport-ms.gov.



Map 2 The Quarters Historic Minority Business District and Empowerment Zone



Legend

- Renewal Area
- City Properties
- City Limit
- Parcel
- Railroad

1,000 Feet

500

250

0

FILE NAME: \Broom UrbanRenewal_20180322
PRODUCED: 22 MAR 2018
Produced By: Mike Miller
Division of GIS, City of Gulfport
(228) 868-2774, gis@cityofgulfport.gov

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Sandra Wyche	3525 Nunnally St. Syc	228-229-6635	WycheSandra@gmail.com
Tanya Barnes	4905 Old Pass Rd. Gpt. MS 3953	228-313-3771	tanjaquif@bell.south.net
LaTangia Porter	3711 37th ave Gpt. MS 3951	228-212-1914	JustlaPorter@gmail.com
Shermaine Ford	508 Nunk Ave Gpt	228-861-7717	Facebook
Andrew S. Davis	1908 30th Ave Gpt	228-868-6036	taylor-harrisrx@aol.com
Shay Bullard-Casay	1437 Genevieve Dr. Gpt	228-324-4194	Sbullard3@yahoo.com
Wancey Evans	4019 Arkansas Ave Gpt	228-187-6888	
Amy Boelie	1904 18th Ave.	228-334-8655	boelieamy@yahoo.com
Brittany Quince	1906 28th Ave	178-522-5201	BoQuince13@gmail.com
Helen Evans	1910 28th Ave	803-8113	JTHallFuneral@aol.com Bellsouth.net

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Betty Ewing	3318 39 th Ave B/02	228-383-1525	
Chad Smith	1410 Benavise Dr	228-383-4198	
Paul Smith	3528 - 21st	228-6885	
Michelle	1903 31st Ave	86010101	
Meagan Parker	17 Linda Ln Long Beach	265-4568	
Waldy H Smith	8261 Arkansas Ave	228-223-1713	Waldy.Fox@oxford.com
Sevon Vontre	1915 31st Ave.	228-365-4481	e.louis@oxford.com
Shirley Nicks	9245 Overlook Pl #102	228-444-1713	
Eric Coore	1607 - 19th St	228-437-334	
Shirley Coore	1607 - 19th St	228-313-2297	

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Victoria Sharpe	1223 23rd Street, Gpt, MS	228 234-0224	VSharpebell@msk.net
SAM Edward Arnold	3012 21st ST. GPT. MS	228 313-0095	SAM@WARDARNOLD@GMAIL
Justin Walker		601 757 3197	justin.walker@volkcoet.com
HELEN EVANS	1910-31st AVE. GPT, MS	228-863-8113	
Monica Walker	3403 Sabine St - Gpt	228-806-2840	monica.walker@aol.com
Ruth Robinson	1345 19th St Gpt	773-988-6417	ruthrobinson1339@gmail.com
Estelle D'ibler	2412-19th St. Gpt	228-617-6173	
Atty Gabe Teit	1912-33rd Ave Gpt		
Eric Plunkett	14370 Ripley Rd	240460356	
Rozella & Jeremy Darden	14384 Rppd R	---	

PUBLIC HEARING
CITY OF GULFPORT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
THURSDAY JUNE 30, 2022 6:00 P.M.

NAME	ADDRESS	PHONE #	E-MAIL
Danny Young Council	1173 West R. R. Ave., Apt		Kempysr@yahoo
ELLA Holmes Hines	PO Box 2425 Gpt. MS (228)	228-277-0562	ehines@gulfport-ms.gov
Angela Ellis	3000 55 th Ave Gpt. MS	228-213-7408	Angelaellis97101@gmail.com
Braxton Eller	11		
Shantay Cooper	1607-19 th St		
Chris Fisher	1600 24 th Ave Gpt	863-3095	
Karen McCarty	City-Community Dev. Gulfport 7025 Fredrick Rd. Comm. Dev.	868-5705	Kmccarty@gulfport-ms.gov
Kenneth "Truck" Casey	Councilman Ward 1		
Wayne Miller	Director of Public Works		

**PUBLIC HEARING
CITY OF GULFPORT**

JUNE 30, 2022

[illegible]



CITY OF GULFPORT - CDBG/HOME PROGRAMS
2022 - 2026 CONSOLIDATED PLAN SURVEY

Consolidated Plan Survey

The City of Gulfport is in the process of developing a new Consolidated Plan for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Funds (HOME). The Plan will cover the 2022-2026 period and will identify the City's priorities for allocating these federal grant funds. We would like you to provide your perception of critical needs in the community. In addition, we would like to gain an understanding of Gulfport's agencies and the supportive role they plan in the community.

In order to customize the survey, please check next to the category that best represents you:

- | | |
|--|--|
| ☐ An Interested Citizen | ☐ A Nonprofit Service Provider |
| ☐ A Developer | ☐ A Municipal Agency or Department |
| ☐ The Real Estate Industry | ☐ An Elected Official |
| ☐ An Advocacy Group | ☐ A Housing Organization |
| ☐ A Trade or Professional Organization | ☐ Other _____ |

SECTION I - THE PRIORITY OF NEEDS FOR SERVICES AND PROJECTS THAT BENEFIT LOW INCOME

Using the range from 1 - 4, 1 indicates lowest need, 4 indicates the highest need

Community Facilities	Lowest			Highest	Community Services	Lowest			Highest
Senior Centers	1	2	3	4	Senior Activities	1	2	3	4
Youth Centers	1	2	3	4	Youth Activities	1	2	3	4
Child Care Centers	1	2	3	4	Child Care Services	1	2	3	4
Parks and Recreational Facilities	1	2	3	4	Transportation Services	1	2	3	4
Health Care Facilities	1	2	3	4	Anti-Crime Programs	1	2	3	4
Community Centers	1	2	3	4	Health Services	1	2	3	4
Fire Stations & Equipment	1	2	3	4	Mental Health Services	1	2	3	4
Libraries	1	2	3	4	Legal Services	1	2	3	4
Infrastructure	Lowest			Highest	Neighborhood Services	Lowest			Highest
Drainage Improvement	1	2	3	4	Trash & Debris Removal	1	2	3	4
Water/Sewer Improvement	1	2	3	4	Tree Planting	1	2	3	4
Street/Alley Improvement	1	2	3	4	Graffiti Removal	1	2	3	4
Street Lighting	1	2	3	4	Code Enforcement	1	2	3	4
Sidewalk Improvement	1	2	3	4	Parking Facilities	1	2	3	4
					Cleanup of Abandoned Lots and Buildings	1	2	3	4
Special Needs Services	Lowest			Highest	Business & Jobs	Lowest			Highest
Centers/Services for Disabled	1	2	3	4	Start Up Business Assistance	1	2	3	4
Accessibility Improvements	1	2	3	4	Small Business Loans	1	2	3	4
Domestic Violence Services	1	2	3	4	Job Creation/Retention	1	2	3	4
Substance Abuse Services	1	2	3	4	Employment Training	1	2	3	4
Homeless Shelters/Services	1	2	3	4	Commercial/Industrial Rehabilitation	1	2	3	4
HIV/AIDS Centers & Services	1	2	3	4	Façade Improvements	1	2	3	4
Neglected/Abused Children Centers and Services	1	2	3	4	Business Mentoring	1	2	3	4

Housing	Lowest		Highest	
Residential Rehabilitation	1	2	3	4
Homeownership Assistance	1	2	3	4
Housing for Disabled	1	2	3	4
Senior Housing	1	2	3	4
Single Family Housing	1	2	3	4
Large Family Housing	1	2	3	4
Affordable Rental Housing	1	2	3	4
Fair Housing	1	2	3	4
Lead-Based Paint Test/Abatement	1	2	3	4
Residential Historic Preservation	1	2	3	4
Non-Residential Historic Preservation	1	2	3	4
Energy Efficient Improvements	1	2	3	4

PLEASE LIST YOUR TOP THREE ISSUES AND AREAS:

1 _____
 2 _____
 3 _____

SECTION II - NON-PROFIT ORGANIZATIONS (ALL OTHERS SKIP TO SECTION III)

Is your organization a 501(C)(3) or 501(C)(4)

☐

Yes

☐

No

What types of clients do you serve? (Please check all that apply).

____ Youth (school age to young adults)
 ____ Seniors
 ____ Homeless Persons
 ____ Persons with Disabilities (Physical or Cognitive)

____ Victims of Domestic Violence
 ____ Veterans
 ____ English as a Second Language Population
 ____ Other (please specify) _____

Which geographic areas do you serve? (Check all that apply)

____ City of Gulfport
 ____ Harrison County
 ____ Other (please specify) _____

What type of services do you provide? (Please check all that apply).

____ Mental Health Services
 ____ Substance Abuse Treatment
 ____ Housing (Permanent/Affordable)
 ____ Housing-related Services
 ____ Educational - Youth Programs
 ____ Other (please specify) _____

____ Employment Training or Job Placement
 ____ HIV/AIDS Services
 ____ Youth Services
 ____ Senior Services
 ____ Educational - Adult Programs
 ____ Financial assistance

SECTION III - FAIR HOUSING AND EQUAL OPPORTUNITY

As part of this planning process, the City of Gulfport must also analyze factors that limit fair housing choice in the City of Gulfport. Your own experiences will contribute to the efforts to research obstacles such as the nature and extent of housing discrimination in the City.

This information will be used to assist in developing strategies to overcome impediments to fair housing choice. This survey is for information gathering purposes only.

1. Do you believe discrimination is an issue in your neighborhood? ☐ Yes ☐ No
2. Have you ever experienced discrimination in housing? ☐ Yes ☐ No
(If **Yes**, please proceed to Questions 3, 4, and 5)
3. Who do you believe discriminated against you?

☐ Landlord/property manager	☐ Real estate agent
☐ Mortgage lender	☐ Mortgage insurer
4. On what basis do you believe you were discriminated against?

☐ Race	☐ Color	☐ National Origin	☐ Religion
☐ Gender	☐ Disability (either you or someone close to you)		
☐ Familial Status (single-parent with children, family with children or expecting a child)			
5. If you believe you have been discriminated against, have you reported the incident? ☐ Yes ☐ No
 If **No** - WHY? ☐ don't know where to report ☐ afraid of retaliation
☐ don't believe it makes any difference ☐ too much trouble

If you feel you may have been discriminated against, please contact the U.S. Department of Housing and Urban Development (Fair Housing Department) at 601-965-4700, or file at www.hud.gov/fairhousing/complaints

FOR INFORMATIONAL PURPOSES ONLY:

Total Number of Persons in household: _____ Total Household Income: \$ _____

Race: ☐ White ☐ Black/African American ☐ American Indian/Alaska Native ☐ Asian
☐ Native Hawaiian/Other ☐ Black/African-American & White

Multi-Race: ☐ American Indian/Alaska Native & White ☐ Asian & White
☐ American Indian/Alaska Native & Black/African American

Ethnicity: ☐ Hispanic/Latino ☐ Not Hispanic/Latino

Female-Headed Household: ☐ Yes ☐ No.

Elderly (62): ☐ Yes ☐ No Disabled: ☐ Yes ☐ No

RETURN TO: Grants Management Department - Survey Results
 P. O. Box 1780, Gulfport, MS 39502 OR 1410 24th Avenue, Gulfport, MS 39501
 Fax: 228-868-5760 Email: communitydevelopment@gulfport-ms.gov

Thank you for your assistance!

DEADLINE: 7-15-2022

DEADLINE: 7-15-2022

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

The City of Gulfport is in the process of soliciting citizen and stakeholder input for its proposed 2022-2026 Five Year Consolidated Plan for CDBG and HOME Programs, Proposed Substantial Amendments to its 2019-2021 Action Plans, and input into the usage of one-time allocation of 2021 HOME American Rescue Plan Act funding. Any input you have concerning the housing and/or non-housing community development needs of the City of Gulfport are valued and will be considered during this process.

Name _____ Phone _____

Organization Represented (if applicable) _____

Address _____

- _____ CDBG-HOME 5 YEAR CONSOLIDATED PLANS
- _____ CDBG SUBSTANTIAL AMENDMENTS (2019-2021 FUNDING)
- _____ HOME ARPA 2021

COMMENTS: _____

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.

GULFPORT/HARRISON COUNTY HOME CONSORTIUM
HOME ARP-SURVEY FOR STAKEHOLDERS

Dear Stakeholder:

Through this stakeholder consultation process, the HOME Consortium is seeking input from groups or organizations that work with people experiencing homelessness, at risk of homelessness, fleeing domestic violence or otherwise at high risk of housing instability.

What is your Name?

What group or organization are you affiliated with?

Which type of organization(s) below best describes the group with which you are affiliated? (Select as many choices as needed)

☐

Homeless Service Provider

☐

Domestic Violence Service Provider

☐

Veterans Group

☐

Civil Rights Organization

☐

Organization Serving People with Disabilities

☐

Other Organization addressing the Needs of People Experiencing or At Risk of Homelessness; People Fleeing Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking; or People with High Risk of Housing Instability

☐

Other _____

HOUSING/SERVICE NEEDS AND PRIORTIES

Please share your thoughts below to help identify the biggest priorities and gaps in Gulfport/Harrison County's housing and services landscape. This will help inform the process by which HOME-ARP funds are allocated to address those needs and priorities.

What unmet housing and service needs do you see among "Qualifying Populations" (people experiencing homelessness, at risk of homelessness, fleeing domestic violence, or otherwise at high risk of housing instability in Gulfport/Unincorporated Harrison County.

Your answer

What gaps do you see within the current shelter and housing inventory, as well as the service delivery system in Gulfport/Unincorporated Harrison County?

Your answer

How would you rank the following eligible uses of HOME-ARP funds in terms of priority within our community?

	Development of Affordable Housing	Rental Assistance	Services (e.g., case management, legal services, moving costs assistance, etc.)	Acquisition/Development of Non-Congregate Shelter Units(i.e., emergency shelter provided in individual rooms rather than a traditional homeless shelter)
(1) Highest Priority	☐	☐	☐	☐
(2) Mid/High Priority	☐	☐	☐	☐
(3) Mid/Low Priority	☐	☐	☐	☐
(4) Lowest Priority	☐	☐	☐	☐

Please explain your prioritization in the question above.

Your answer

For development of affordable housing what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs?

Your answer

For Rental Assistance, what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs?

Your answer

For Services, what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs?

Your answer

For Non-Congregate Shelter (i.e., individual rooms rather than traditional homeless shelter), what specific needs do you see in our community? How do you think HOME-ARP funds could be used to address those needs?

Your answer

Is there anything else you would like to add?

THANK YOU FOR YOUR PARTICIPATION

PLEASE SEND YOUR SURVEY TO: communitydevelopment@gulfport-ms.gov or Fax 228-868-5760

Karen McCarty, Federal Programs Administrator (kmccarty@gulfport-ms.gov) 228-868-5705, ext. 6545

Sheena Robinson-Gill, Grants Accounting Specialist, (sgill@gulfport-ms.gov) 228-868-5705, ext. 6548

COMMENT SHEET
CITY OF GULFPORT
2022-2026 FIVE YEAR CONSOLIDATED PLAN CDBG AND HOME
2019-2021 CDBG SUBSTANTIAL AMENDMENTS
2021 HOME AMERICAN RESCUE PLAN

The City of Gulfport is in the process of soliciting citizen and stakeholder input for its proposed 2022-2026 Five Year Consolidated Plan for CDBG and HOME Programs, Proposed Substantial Amendments to its 2019-2021 Action Plans, and input into the usage of one-time allocation of 2021 HOME American Rescue Plan Act funding. Any input you have concerning the housing and/or non-housing community development needs of the City of Gulfport are valued and will be considered during this process.

Name _____ Phone _____

Organization Represented (if applicable) _____

Address _____

- _____ CDBG-HOME 5 YEAR CONSOLIDATED PLANS
- _____ CDBG SUBSTANTIAL AMENDMENTS (2109-2021 FUNDING)
- _____ HOME ARPA 2021

COMMENTS: _____

Written comments may be delivered to Grants Management Department, at 1410 24th Avenue or emailed to communitydevelopment@gulfport-ms.gov.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	279199	Print Legal Ad - IPL0077990		\$36.84	1	64 L

Attention: Matilda Welch
PO BOX 1780
GULFPORT, MS 39502

**CITY OF GULFPORT, MISSISSIPPI
PUBLIC HEARING
2022-2026 FIVE-YEAR CONSOLIDATED PLAN FOR
COMMUNITY DEVELOPMENT
BLOCK GRANT AND
HOME INVESTMENT PARTNERSHIP PROGRAM
HOME AMERICAN RESCUE
PLAN ACT 2021
AND PROPOSED SUBSTANTIAL
AMENDMENTS**

The City of Gulfport will be holding a public hearing to get public views on housing and community development needs to be used in the development of a 5-year Consolidated Plan (2022-2026) which will govern the allocation of Community Development Block Grant (CDBG) and Home Investment Partnership Funds (HOME) funding from the U. S. Department of Housing and Urban Development (HUD), and proposed substantial amendments to prior years funding, and use of the HOME ARPA 2021 Homeless Funds. This is an important planning process being undertaken and we encourage active citizen participation. It is an opportunity to share what's on the community's wish list and to help identify housing needs, economic development needs, public facilities and infrastructure needs, homelessness needs, community development and public service needs.

A Public Hearing will be held, Thursday, June 30, 2022, commencing at 6:00 p.m., in the City Council Chambers, 2309 15th Street, Gulfport, MS. All residents, property owners, persons with disabilities, seniors, low-income, homeless persons, and other stakeholders of the City of Gulfport are encouraged to participate.

If you are unable to attend the public hearing, you may view the documents and surveys online at www.gulfport-ms.gov. Written comments and/or surveys may be emailed to communitydevelopment@gulfport-ms.gov, or delivered to Community Development at 1410 24th Avenue, Gulfport, MS 39501. If you have any questions please contact Karen McCarty, Federal Programs Administrator at 228-868-5705, ext. 6545.

If you require special needs assistance please contact us at least three days prior to the meeting to assure accommodations.

IPL0077990
Jun 22 2022

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stephanie Hatcher, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue (s) of:

No. of Insertions: 1

Beginning Issue of: 06/22/2022

Ending Issue of: 06/22/2022

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

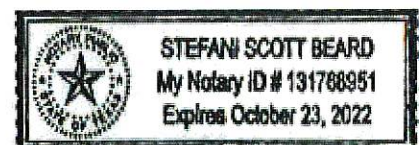
Stephanie Hatcher

Sworn to and subscribed before me this 13th day of July in the year of 2022

Stefani Beard

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Search Facebook



City of Gulfport - Mayor's Office



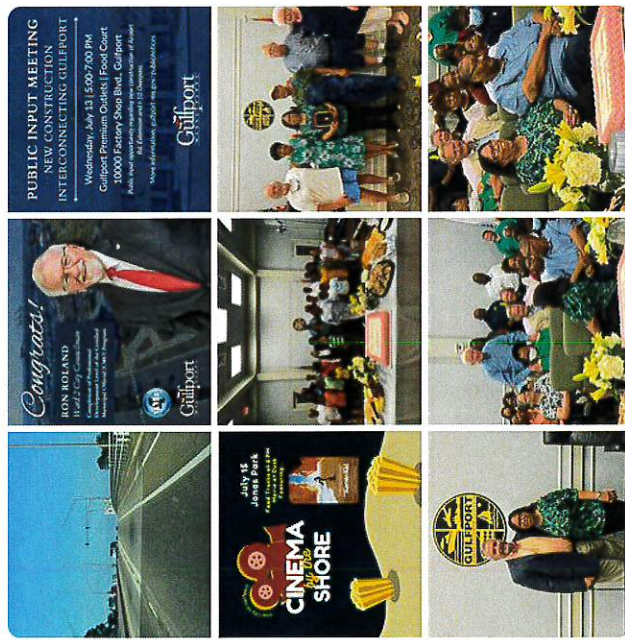
Friday, August 19, 2022 at 6 PM - 10 PM
Cinema by the Shore - Avengers: Endgame
35 Going · 286 Interested

The City of Gulfport is seeking public input regarding the reallocation of prior years' funding to a new project identified as the "Quarters Historic Minority Business District and Empowerment Zone" as part of an Urban Renewal District. Funding will be utilized for infrastructure and street improvements.

The Public Input Meeting will be held on Thursday, June 30, at 6 PM in the City Council Chambers inside Gulfport City Hall.

Photos

[See all photos](#)



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PUBLIC INPUT MEETING URBAN RENEWAL STREETSCAPE IMPROVEMENTS

Thursday, June 30 | 6:00 PM

Gulfport City Hall | City Council Chambers
2309 15th St. Gulfport

*Public input opportunity regarding reallocation of CDBG prior
years funding.*

More information: gulfport-ms.gov/publicnotices

Gulfport
MISSISSIPPI

NOTICE OF PUBLIC HEARING

A multi-purpose public hearing is scheduled

June 30, 2022, 6:00 p.m.

Gulfport City Council Chambers

2309 15th Street, Gulfport, MS 39501

ITEM A:

PROPOSED REALLOCATION OF CDBG PRIOR YEARS FUNDING:

The City of Gulfport is proposing to reallocate approximately \$2.8 million of its proposed current and prior years funding, to a new project identified as the "Quarters Historic Minority Business District and Empowerment Zone," as part of a Urban Renewal District established by the City of Gulfport.

CDBG (federal) funding will be utilized for infrastructure and street improvements, i.e. drainage, street paving, sidewalks, curbs, streetlights, safety lighting, signage and landscaping.

Other non-federal or private funding and programs may include grants and/or loans to small businesses and property owners for property improvements. (See Map attached).

ITEM B:

Proposed Input for usage of CDBG and HOME funding from the Department of Housing and Urban Development for the Five-year period of 2022-2026. Funding is approximately \$750,000 per year for CDBG and approximately \$500,000 per year for the HOME Program.

ITEM C:

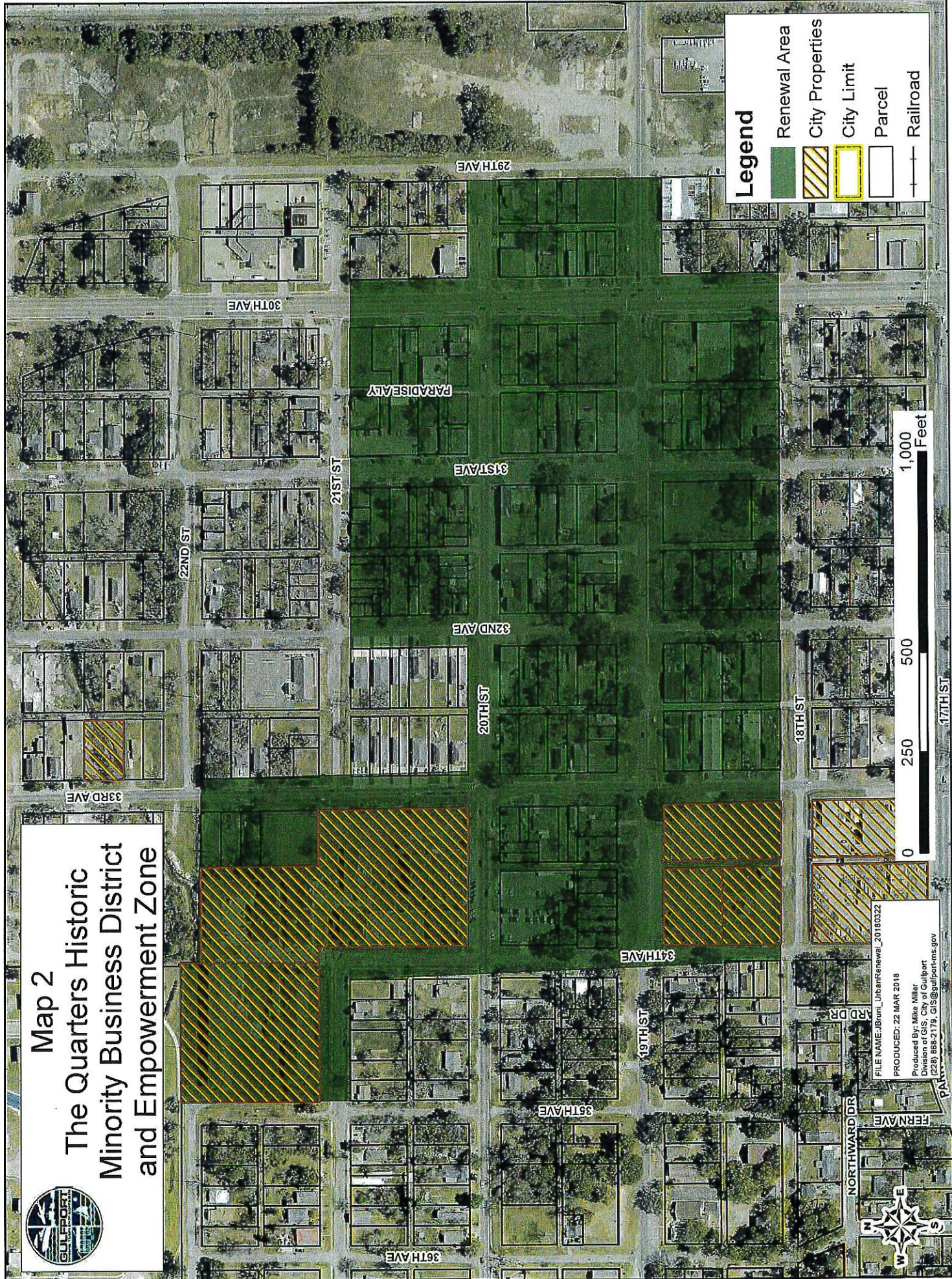
Proposed input for the usage of a special allocation of HOME American Rescue Plan Act of 2021 funds, \$1,764,175, specifically for housing and services for the homeless, at risk of homelessness, fleeing domestic violence or otherwise at high risk of housing instability.

City of Gulfport, Grants Management Department,

communitydevelopment@gulfport-ms.gov.



Map 2 The Quarters Historic Minority Business District and Empowerment Zone



Legend

- Renewal Area
- City Properties
- City Limit
- Parcel
- Railroad

FILE NAME: J:\Bowl_UrbanRenewal_2018\0322
PRODUCED: 22 MAR 2018
Produced By: Mike Miller
Division of GIS, City of Gulfport
(228) 865-2179, GIS@gulfport-mn.gov



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	290021	Print Legal Ad - IPL0081353		\$28.56	1	54 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

NOTICE OF AVAILABILITY OF DRAFT CONSOLIDATED STRATEGY AND ACTION PLAN, AND AMENDED PRIOR YEAR PLANS

Notice is hereby given that the City of Gulfport, Mississippi has prepared a draft of its Five-Year Consolidated Strategy and Plan for Housing and Community Development and 2022 Action Plan for the Community Development Block Grant (CDBG) and HOME

Investment Partnerships (HOME) Entitlement Programs and required updates to its current Citizen Participation Plan and Analysis of Impediments is available for review and comment by the public and other interested groups. This five-year consolidated and annual plan contains the long and short-term goals and strategies, including specific activities recommended for funding in the next fiscal year and proposed amendments under the City's federal entitlement programs.

The Consolidated Strategy and Plan is available for public review at the following locations:

Gulfport City Hall
Gulfport Community Development Department

City of Gulfport Website: www.gulfport-ms.gov

Oral and written comments will be received for 30 days from the date of publication of this notice, and therefore comments can be submitted until 3:00 p.m. August 15, 2022.

Written comments may be sent to: Community Development Department, P. O. Box 1780, Gulfport, MS 39502. You may call the Community Development Office at (228) 868-5705, ext. 6545 or e-mail communitydevelopment@gulfport-ms.gov for further information.
IPL0081353
Jul 14 2022

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stephanie Hatcher, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue (s) of:

No. of Insertions: 1

Beginning Issue of: 07/14/2022

Ending Issue of: 07/14/2022

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

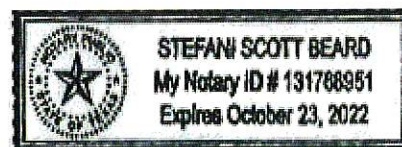
Stephanie Hatcher

Sworn to and subscribed before me this 14th day of July in the year of 2022

Stefani Beard

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

SF-424

FEDERAL APPLICATIONS FOR FUNDING

CDBG AND HOME PROGRAMS

SF-424-D

ASSURANCES FOR CONSTRUCTION PROGRAMS

FEDERAL PROGRAMS CERTIFICATIONS

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

280612

5b. Federal Award Identifier:

B-22-MC-28002

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

CITY OF GULFPORT

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

64-6000413

*** c. UEI:**

G8SCFJ32K4N5

d. Address:

*** Street1:**

P.O. Box 1780

Street2:

2309 15TH Street

*** City:**

Gulfport

County/Parish:

Harrison

*** State:**

MS: Mississippi

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

39501-2027

e. Organizational Unit:

Department Name:

Grants Management/Community De

Division Name:

Finance

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Karen

Middle Name:

C

*** Last Name:**

McCarty

Suffix:

Title:

Federal Programs Administrator

Organizational Affiliation:

Municipal-Local Government

*** Telephone Number:**

228-868-5705 ext. 6545

Fax Number:

228-868-5760

*** Email:**

kmccarty@gulfport-ms.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

Entitlement Funds

* Title:

Entitlement funds for Community Development Block Grants (CDBG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

The City limits of Gulfport, Mississippi

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	780,718.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	780,718.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Billy Hewes	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Gulfport, Mississippi	08/15/2022

Application for Federal Assistance SF-424			
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	
		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 		4. Applicant Identifier: 	
5a. Federal Entity Identifier: 		5b. Federal Award Identifier: 	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name:			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 		* c. UEI: 	
d. Address:			
* Street1:			
Street2:			
* City:			
County/Parish:			
* State:			
Province:			
* Country:			
* Zip / Postal Code:			
e. Organizational Unit:			
Department Name: 		Division Name: 	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:	* First Name:		
Middle Name:			
* Last Name:			
Suffix:			
Title:			
Organizational Affiliation: 			
* Telephone Number:		Fax Number:	
* Email:			

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

Entitlement Funds

* Title:

Entitlement funds for Community Development Block Grants (CDBG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

The City limits of Gulfport, Mississippi

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	5th
* b. Program/Project	5th
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date:	01/01/2022
* b. End Date:	12/31/2022
18. Estimated Funding (\$):	
* a. Federal	780,718.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	780,718.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on	
☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☐ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	Mr.
* First Name:	Billy
Middle Name:	
* Last Name:	Hewes
Suffix:	III
* Title:	Mayor, City of Gulfport, Mississippi
* Telephone Number:	228-868-5700
Fax Number:	228-868-5760
* Email:	BHewes@gulfport-ms.gov
* Signature of Authorized Representative:	
* Date Signed:	08/15/2022

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
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5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Billy Hewes	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Gulfport, Mississippi	08/15/2022

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy — The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HOME PROGRAM

RESALE AND RECAPTURE POLICY



**HARRISON COUNTY HOME CONSORTIUM
RESALE AND RECAPTURE POLICY
REVISED AS PER NEW HOME FINAL RULE EFFECTIVE 8/23/2013**

Resale/Recapture Provisions

HOME program regulations governing resale and recapture when a HOME participating jurisdiction (Gulfport) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that Gulfport is a participating jurisdiction in the Gulfport-Biloxi-Harrison County HOME Consortium and uses HOME funds to assist homebuyers, all homebuyers programs provided by Gulfport and its sub-recipients must include guidelines for resale or recapture as required by HUD.

The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. As per 24 CFR Part 92.254(b) the requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Gulfport, as Lead Agency for the Harrison County Home Consortium and the sub-recipient and/or beneficiary.

Homebuyer Assistance Programs - The City of Gulfport as well as all sub-recipients and CHDO's that utilize Homebuyer assistance will utilize the same **Recapture** requirements.

Funds subject to *recapture* - include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property and a reduced sales price attributable to HOME development assistance.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

Recapture requirements of all consortium homebuyer assistance programs that utilize direct financial include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

- The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the home buyer. The lien also restricts the home buyer's ability to refinance during the period of affordability without approval. (see refinance/subordination policy).
- The lien will depreciate annually in equal increments based on the affordability period, 5 years (20 % per year), 10 years (10% per year) 15 years (6.66% per year) based on the amount of HOME funds invested.
- Shared Net Proceeds - If net proceeds are insufficient to repay the HOME funds in full, the Consortium will accept the current net proceeds less any eligible homeowner investment and or capital improvements, and share the net proceeds with the homeowner.
- Once the HOME funds are repaid (if any), the property is no longer subject to any HOME restrictions. The HOME funds netted will be utilized for any other HOME eligible activity.
- As per the New 2013 HOME Program Final Rule – Recapture provisions permit subsequent low-income homebuyers to assume HOME loans and recapture obligations, if no additional HOME assistance is provided.

HOME Investment	X	Net proceeds	= HOME Funds Recapture
HOME Investment + Homeowner Investment			
Homeowner Investment	X	Net proceeds	= Amount to Homeowner
HOME Investment + Homeowner Investment			

(Note: The Harrison County Home Consortium currently does not utilize the HOME Resale Provisions in any of its Housing Programs).

Resale Provisions – For projects that receives only a development subsidy and it is sold at or below fair market value and no direct homebuyer subsidy, the resale provisions must be utilized and is included in the Program Written Participation Agreement, Deed of Trust and Promissory.

- If the housing is transferred, voluntary or otherwise, during the period of affordability, it must be made available and affordable for subsequent purchases to a reasonable range of homebuyers whose total household income qualifies as low-moderate income (50% to 80%) of AMI for the Gulfport-Biloxi MSA), debt to income ratios will not exceed 33% for housing cost and 45% for total debt, and will use the property as its principal residence for the duration of the affordability period, as per HOME rule 92.254(a)(3).
- Fair Return on Investment – If the property is sold during the period of affordability, the price at resale provides the original HOME-assisted homebuyer a fair return on investment (including the original homebuyer's initial investment and any capital improvements).
- Calculating Fair Return on Investment – The percentage of change in Consumer Price Index over the period of ownership.
- Basis for calculating fair return includes 1) the HOME assisted homebuyer's original investment (i.e., any down payment), plus 2) the specific capital improvements made by the original homebuyer that may add value to the property, times the consumer price percentage.

The HOME Consortium provides HOME funds for the construction of a single family homebuyer unit. The homebuyer provides \$1,000 for a down-payment. The HOME Consortium uses the average change in the Consumer Price Index over the period of ownership as its standard index for fair return on investment.

The original homebuyer decides to sell his home during the period of affordability and is able to sell the home at a price that permits the original homebuyer to realize a full return on his investment as defined in the HOME Consortium resale provisions.

In the past year, the original homebuyer undertook a \$9,000 kitchen renovation. The HOME Consortium has determined that the average change in the Consumer Price Index over the original homebuyer's period ownership is 3.5 percent. The original homebuyer's initial down-payment investment of \$1,000 plus the kitchen improvement, valued at \$9,000, would result in a fair return of \$350. Total return at sale, assuming the price at sale permits the original homebuyer to realize a full return on his investment, would include the original homebuyer's initial investment of \$1,000, plus the \$9,000 investment in capital improvements, plus a \$350 fair return on both of those investments.

$(\$1,000 + \$9,000) \times 3.5\% = \$350$ fair return on initial and capital investment

$\$1,000 + \$9,000 + \$350 = \$10,350$ total return to the original homebuyer at sale.

In a declining housing market where home values are depreciating, the original homebuyer may not receive a return on his or her investment because the home sold for less or the same price as the original purchase price.

A homebuyer put a \$1,000 down-payment on a \$100,000 home. One year later he invested \$9,000 in kitchen improvements. The original homebuyer decides to sell the home three years later. The HOME Consortium used the 3.5% increase in the consumer price index to calculate fair return; the original homebuyer would expect to receive a \$350 return on his investment (see example immediately above).

Since the original homebuyer purchased the home four year ago, the local housing market declined significantly. The fair market value of his home is now \$90,000. Because there is a \$10,000 loss on the sale, it is not possible to provide the original homebuyer's \$350 fair return on his investment, or return any portion of his \$10,000 investment.

What constitutes capital improvements –

- Complete Roof Replacements
- Certified Energy Efficient Upgrades (includes HVAC, Water Heater, Solar, Energy Star Appliances (if they will stay in the home)
- Kitchen, bathroom Renovations (plumbing, tubs, sinks, cabinets, counter tops, flooring)
- Addition of living space or space that adds value to home, including carport, garage, storage units attached to the home).

Value of Capital Improvements –

The value of capital improvements will be based on the actual costs of the improvements as documented by the homeowner's receipts, or on the average increase in value a specific type of improvement brings at sale.

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GOVERNING AUTHORITY OF THE CITY OF GULFPORT, MISSISSIPPI TO APPROVE LETTER AGREEMENT BETWEEN THE CITY OF GULFPORT AND NEEL-SCHAFER, INC. FOR FINAL DESIGN AND BIDDING SERVICES IN CONNECTION WITH THE BUILD – INTERCONNECTING GULFPORT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi (“City”) intends to undertake the BUILD – Interconnecting Gulfport Project, a project intended to connect various parts of the City, more specifically the north and south parts of the City that are intersected by Interstate 10, and which Interstate transects the entire middle width of the City and which further has historically adversely affected the mobility and movement of citizens and visitors to the City alike, especially during times of emergency; and

WHEREAS, Neel-Schaffer, Inc., was selected as the Planning and Environmental Services consultant for the BUILD – Interconnecting Gulfport Project, and, as a part of providing the said services, Neel-Schaffer completed the majority of the design work for the project; and

WHEREAS, it is necessary to complete the design work and retain Neel-Schaffer to coordinate the bidding portion of the project pursuant to a proposed Letter Agreement which is attached hereto as Exhibit “A”.

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

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

SECTION 2. That the proposed Letter Agreement between Neel-Schaffer, Inc., and the City of Gulfport, Mississippi, for Final Design and Bidding Services in connection with the BUILD – Interconnecting Gulfport Project be, and the same is hereby, approved in substantially the form attached

as Exhibit “A” hereto and found to be in the best interest of the City, and that the Mayor be, and he is hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR



July 20, 2022

City of Gulfport
Billy Hewes, Mayor
2309 15th Street
Gulfport, MS 39501

**REFERENCE: INTERCONNECTING GULFPORT BUILD GRANT ROADWAY
FBLD-9159000(001)/108419-800111
FINAL DESIGN**

Dear Mayor Hewes:

This is a Letter Agreement for Neel-Schaffer, Inc. to provide professional services for final design and bidding support of the Interconnecting Gulfport BUILD Grant Roadway project. All final design work shall be complete within 1 month of execution of this agreement by the City. After bids are received a request for concurrence in award will be prepared. All work will be performed in accordance with the latest version of the MDOT LPA Project Development Manual. Neel Schaffer will provide the above services for a fixed fee as outlined below.

Final Design - \$7,500
Bidding - \$7,500 each

Services proposed in this Letter Agreement shall be provided in accordance with Exhibit A, "General Terms and Conditions," which is attached to and made a part of this Letter Agreement. This Letter consisting of one page and Exhibit A consisting of four pages represent the entire agreement between Neel-Schaffer and the City of Gulfport. This Letter Agreement may only be modified or amended by a duly executed written document. If the terms and conditions of this Letter Agreement are acceptable, please execute the original and the copy and return the copy to us.

Sincerely,

Neel-Schaffer, Inc.

City of Gulfport

A blue ink signature of Steven A. Twedt, P.E.

Steven A. Twedt, P.E.
Senior Vice President

Billy Hewes, Mayor

Date: _____

Attachments

P: 228.374.1211 | F: 228.374.1216

772 Howard Avenue
Biloxi, MS 39530

www.neel-schaffer.com



EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
- provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

[The remainder of this page intentionally left blank]

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE RENTAL AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTH MISSISSIPPI BUSINESS MACHINES OF GULFPORT, INC., CONCERNING COPIER RENTAL AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a Service Agreement with South Mississippi Business Machines of Gulfport, Inc. (“SMBM”), for the servicing of a printer/copier in the Office of the Clerk of Council which is attached hereto as Exhibit “A”; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Service Agreement concerning the required copy machines as found in Exhibit “A” hereto.

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

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

SECTION 2. That the Service Agreement concerning the rental of a printer/copier for the Office of the Clerk of Council be and the same is hereby approved in substantially the same form as attached hereto as Exhibit “A” hereto; and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR



PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR COPIER SERVICE AGREEMENT

Account # 045300 Customer Name CITY OF GULFPORT
 Mach ID# 14603 Address or Location COUNCIL CLERK - 2309 15TH STREET
 Contract # MC 18938 City, State, Zip GULFPORT, MS 39501 Phone # 228-868-5847
 Install Date 7/5/2022 Model # BROTHER MFC-L9570CDW Serial # L1F758810

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$150.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$225.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 8,100 color copies and one toner for every 8,100 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 8/1/2022 Contract Type: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
 Black Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .0075
 Color Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .042

Exceptions to this Agreement: _____

Purchase Order # _____ Beginning Meters: B/W _____ Color _____

Signature: _____ Title: _____ Date _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE FOURTH AMENDMENT TO LICENSE AGREEMENT BETWEEN
UTILITY SERVICE COMMUNICATIONS CO., INC. (LICENSOR), AND T-Mobile
South, LLC (LICENSEE), ALLOWING FOR RELOCATION OF EQUIPMENT FROM
ONE TANK TO ANOTHER (49 51ST STREET TO 57 51ST STREET) AND ADDITION
OF CERTAIN AND VARIOUS PIECES OF EQUIPMENT ON GULFPORT'S WATER
TANK LOCATED ON 51ST STREET, AND FOR RELATED PURPOSES**

WHEREAS, T-Mobile South, LLC (“Licensee”), has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.**, City of Gulfport’s water tank management and communications marketing agent (“Licensor”), for a license to install, maintain and operate certain radio communications equipment on a tank site located at 57 51st Street, Gulfport, MS; and

WHEREAS, amendments to the License Agreement were agreed to on July 7, 2007 (First Amendment), May 20, 2014 (Second Amendment), and on April 8, 2020 (Third Amendment); and

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

WHEREAS, pursuant to the Fourth Amendment, Licensee is authorized remove three (3) RRU, three (3) antennas and three (3) 1.24” Hybrid cables and add three (3) RRU, three (3) antennas and three (3) 1.55” Trunk/Box; and

WHEREAS, the monthly rent shall increase from \$4,671.00 to \$5,293.00 per month.

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

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

SECTION 2. That the Mayor and City Council hereby officially approve the Fourth Amendment to License Agreement in substantially the form annexed hereto as **Exhibit “A”**, between the Licensor and Licensee, and do hereby authorize the Mayor to execute and deliver the Fourth Amendment to License Agreement (and all counterparts thereof) in behalf of the City of Gulfport, Mississippi.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR



FINAL 7-16-22

Tank Owner: City of Gulfport
Tank Location: 57 51st Street
Gulfport, MS 39507
Licensor Project No.: 121035
Licensee Name: T-Mobile South LLC
Licensee Site Name: Tramark Golf Course
Licensee Site ID: 9EM967RA

Fourth Amendment to License Agreement

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("Fourth Amendment") is made as of this _____ day of _____, 2022, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Powertel/Memphis, Inc., as successor in interest to Eliska Wireless Ventures, Inc., whose business address is 1110 Montlimar Drive, Suite 900, Mobile, AL 36609 (herein referred to as the "Licensee") and The City of Gulfport, P.O. Box 1780, Gulfport, MS 39502-1780 (herein referred to as the Tank Owner).

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated April 21, 2003, ("Agreement"), a First Amendment dated July 7, 2009 ("First Amendment"), a Second Amendment dated May 20, 2014 ("Second Amendment"), and a Third Amendment dated April 8, 2020, ("Third Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications Equipment ("Equipment") on a Tank Site located at 57 51st Street, Gulfport, MS 39507.

WHEREAS, Licensor, and Licensee desire to modify and amend the Agreement and the Third Amendment as set forth herein.

WHEREAS, Licensee desires to remove three (3) RRU, three (3) antennas and three (3) 1.24" Hybrid cables. Add three (3) RRU, three (3) antennas and three (3) 1.55" Trunk/Box.

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

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

1. Exhibit A-3 attached to the Third Amendment is hereby replaced with Exhibit A-4 attached.
2. Exhibit D-3 attached to the Third Amendment is hereby replaced with Exhibit D-4 attached.
3. Exhibit E-3 attached to the Third Amendment is hereby replaced with Exhibit E-4 attached.
4. The amount of the Site Fee provided for in Section 4 of the Third Amendment shall be amended to reflect an increase in the Site Fee to: Five Thousand Two Hundred Ninety Three and No/100 (\$5,293.00) Dollars effective the earlier of the first day of the month in which the modifications commence, or August 1, 2022 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with the Agreement with the next scheduled increase to occur on March 1, 2023 at a rate of four percent (4%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensor Project Number 121035 and Site I.D. Number on remittance to Licensor.
5. In addition to any change in the Site Fee set forth in this Fourth Amendment, Licensee shall pay to Licensor within Forty-Five (45) days upon full execution and delivery of this Fourth Amendment a one-time non-refundable Administrative / Inspection Fee in the amount of Two Thousand and no/100 (\$2,000.00) Dollars.
6. A final inspection must be completed by a representative of the Licensor. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.
7. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement, the First Amendment, Second Amendment and the Third Amendment the terms of this Fourth Amendment, full force and effect shall be given to the terms of this Fourth Amendment, and any clause, condition, restriction or other term of the Agreement, the First Amendment, Second Amendment and the Third Amendment that contradicts any term of this Fourth Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement, the First Amendment, Second Amendment and the Third Amendment shall continue in full force and effect.

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

LICENSOR:
Utility Service Communications Co., Inc.

By: _____

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: _____

LICENSEE:
T-Mobile South LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Tank Owner:

City of Gulfport

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A-4

Tank Owner: City of Gulfport
Tank Location: 57 51st Street
 Gulfport, MS 39507
Licensor Project No.: 121035
Licensee Name: T-Mobile South LLC
Licensee Site Name: Tramark Golf Course
Licensee Site ID: 9EM967RA

1. Frequencies:

Existing:

Transmit: 1980-1990; 2135-2145; 622-642 MHz

Receive: 1900-1910; 1735-1745; 668-688 MHz

New:

Transmit: 1980-1990; 2135-2145; 622-642; 2155-2160; 2496-2690 MHz

Receive: 1900-1910; 1735-1745; 668-688; 1755-1760; 2496-2690 MHz

2. FCC call signs: KNLF628

3. Type of Service: LTE, PCS, L600

4. Transmitter(s):

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

5. Receiver(s):

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

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

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU**Existing to remain:**

Number: SIX (6)

Make: Commscope

Model: Twin Style 3CX-TMAT1921B68-21-43 (E14ROOP09)

Type: TMA

Dimensions: 9.8" X 8.7" X 4.2"

Weight: 17.7 LBS

Existing to be removed:

Number: NONE

New:

Number: NONE

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB**Existing to remain:**

Number: THREE (3)

Make: Nokia

Model: AHLOA

Type: RRU

Dimensions: 22.04" x 12.13" x 7.44"

Weight: 83.8lbs

Existing to be removed:

Number: THREE (3)

Make: Nokia

Model: AHFIB

Type: RRU

Dimensions: 26.6" x 12.6" x 6.5"

Weight: 66.1lbs

New:

Number: THREE (3)

Make: NOKIA

Model: AHFIG

Type: RRU

Dimensions: 27.40" X 12.10" X 5.20"

Weight: 70.60lbs

9. Remote Controlled Antenna Tilt Units: RCU / RET**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

10. Remote Mounted Junction / Distribution Box / COVP**Existing to remain:**

Number: THREE (3)

Make: NSN

Model:

Type: LARGE COVP

Dimensions: 18.85" X 16.08" X 5.8"

Weight: 15.85LBS

Existing to be removed:

Number: NONE

New:

Number: NONE

11. Surge Protector(s): Raycaps

Existing to remain:

Number: NONE

New:

Number: NONE

Existing to be removed:

Number: NONE

12. Antenna(s):

Existing to remain:

Number: SIX (6)

Make: Andrew/Commscope

Model: (3) TMBX-6517-R2M
(3) FFHH-65C-R3

Type: PANEL

Dimensions: 82.9" x 6.6" x 3.3"
95.9" x 25.2" x 9.3"

Weight: 15.4lbs / 127.6lbs

Existing to be removed:

Number: THREE (3)

Make: Andrew

Model: (3) TMBXX-6517-R2M

Type: PANEL

Dimensions: 82.9" x 11.9" x 6.3"

Weight: 44.4lbs

New:

Number: THREE (3)

Make: NOKIA

Model: AEHC

Type: PANEL

Dimensions: 38.20" X 21.50" X 8.10"

Weight: 103.6lbs

13. Microwave(s):

Existing to remain:

Number: NONE

New:

Number: NONE

Existing to be removed:

Number: NONE

14. Coax:

Existing to remain:

Number: TWELVE (12)

Make: Andrew

Model:

Size: 1-5/8"

Color: White

Existing to be removed:

Number: NONE

New:

Number: NONE

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

Existing to remain:

Number: NONE

Existing to be removed:

Number: THREE (3)
 Make: NSN
 Model: Low Cap HCS
 Size: 1.24"
 Color: White

New:

Number: THREE (3)
 Make: NOKIA
 Model: HCS 2.0 Trunk Cables with associated Tower Junction Box
 Size: 1.55"
 Color: WHITE

16. Generator:

Existing to Remain:

Number: ONE (1)
 Make: GENERAC
 Model: 60Hz
 Size: 20kw

Existing to be removed:

Number: NONE

New:

Number: NONE

17. Fuel Tank:

Existing to Remain:

Number: ONE (1)
 Make: DIESEL
 Model: SELF-CONTAINED BELLY TANK
 Size: 135 GALLON

Existing to be removed:

Number: NONE

New:

Number: NONE

18. Licensee's Existing Ground space measuring 15' x 25' will remain the same.

19. Licensee desires to obtain NO additional ground space.

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

Removing three (3) antennas mounted on three (3) post(s) on the corral at the 146' level.
Adding three (3) antennas mounted on same three (3) post(s) on the corral at the 146' level, giving Licensee a total of nine (9) antennas on nine (9) corral post(s) at a maximum separation between posts of five feet in each sector.

21. Antenna Orientation:

Alpha position at 0 degrees, on Post(s) #2, 3 & 4
Beta position at 120 degrees, on Post(s) #17, 18 & 19
Gamma position at 240 degrees, on Post(s) #32, 33 & 34

22. Scope of work relating to this upgrade:

Remove three (3) RRU, three (3) antennas and three (3) 1.24" Hybrid cables. Add three (3) RRU, three (3) antennas and three (3) 1.55" Trunk/Box.

23. Final Configuration:

NINE (9) ANTENNAS
SIX (6) TMA
SIX (6) RRU
THREE (3) COVP
TWELVE (12) 1 5/8" WHITE COAX
THREE (3) 1.55" WHITE HYBRID CABLES

Exhibit D-4**Utility Service Communications Co., Inc.
Structural & Drawing Requirements****Structural Requirements:****Standards:**

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

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

Summary page must include:

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

Drawing Requirements:

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

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

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

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

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

If you have any questions, please contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

Exhibit E-4**Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment****1.0 Introduction:**

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

1.2 The purpose of this standard is to:

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

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

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

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

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

2.0 Contractor Qualifications:

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

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

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved contractor at Licensee's expense.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.
- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.12 Licensee's contractor must comply with applicable Site Safety Plans.

4.0. **General Workmanship:**

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.
- 4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by Licensor.
- 4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.
- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

- 4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 **Welding:**

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contractors will be allowed to weld on Licensor's managed Tanks.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 **Painting:**

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.
- 7.6 Licensee must have an independent line locate performed prior to the construction start date.
- 7.7 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.
- 7.8 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings

are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.
- 8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 **Inspections & Approvals:**

- 9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-4" for Requirements)
- 9.2 Licensor shall be provided with 'as-built plans' for review.
- 9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-4" for Requirements)
- 9.4 Licensee must have the following in hand prior to releasing the site for permitting.
 - A. Fully Executed License Agreement / Amendment
 - B. Licensor's Approved Structural
 - C. Licensor's Approved and Stamped Drawings
 - D. Licensor's Approved Contractor to perform the work on the tank
 - E. All fees and charges must be paid
 - F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
 - G. Licensor Issued NTP Executed with a firm construction start date
- 9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.

- 9.6 Licensors must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by Licensors. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.8 Licensors must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)**

If you have any questions regarding these installation standards contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

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 _____, 2022, the following Resolution:

RESOLUTION OF THE GULFPORT CITY COUNCIL AUTHORIZING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF TAX INCREMENT FINANCING BONDS FOR THE GULFPORT PROMENADE PROJECT, CITY OF GULFPORT, MISSISSIPPI; AND FOR RELATED MATTERS.

1. Pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), the Gulfport City Council desires to undertake and carry out redevelopment projects as defined therein, including the development of Gulfport Promenade Project, City of Gulfport, Mississippi (the “Project”), with the use of Tax Increment Financing (“TIF”) as set forth in detail in the TIF Act, including the issuance of TIF bonds (the “Bonds”).

2. The Gulfport City Council desires to approve the engagement of certain professionals to assist with the issuance of the Bonds and to proceed with the issuance thereof.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The officials of the City of Gulfport and the professionals herein engaged are hereby authorized to proceed with preparation for the issuance of the Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Gulfport City Council hereby authorizes and approves the engagement of Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, to serve as Independent Registered Municipal Advisor to the City of Gulfport in connection with the issuance of the, and authorizes the Mayor to execute any required letters of engagement and disclosure with respect thereto.

SECTION 3. The Gulfport City Council hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Special Counsel and Bond Counsel in connection with the issuance of the Bonds and authorizes the Mayor to execute any required letters of engagement and disclosure with respect thereto.

SECTION 4. The Gulfport City Council hereby authorizes and approves the engagement of Raymond James & Associates, Inc., Memphis, Tennessee, to serve as Underwriter or Placement Agent in connection with the issuance of the Bonds and the execution of documents related thereto, and authorizes the Mayor to execute any required letters of engagement and disclosure with respect thereto.

SECTION 5. The Gulfport City Council hereby authorizes and approves the engagement of Hugh D. Keating, of Dukes, Dukes, Keating & Faneca, P.A., Gulfport, Mississippi to serve as Issuer Counsel to the City of Gulfport in connection with the issuance of the Bonds.

SECTION 6. The City of Gulfport, by subsequent resolutions of the Gulfport City Counsel, shall take such actions as may be necessary for the issuance and sale of the Bonds.

Following the reading of the foregoing resolution and discussion thereof, Councilmember _____ made the motion to adopt the foregoing resolution and Councilmember _____ seconded the motion to adopt the foregoing resolution, and the vote thereupon was as follows:

	AYES	NAYS	ABSENT
Councilmember Kenneth L. Casey, Sr.	_____	_____	_____
Councilmember Ron Roland	_____	_____	_____
Councilmember Ella Holmes-Hines.	_____	_____	_____
Councilmember F.B. "Rusty" Walker, IV	_____	_____	_____
Councilmember Myles Sharp	_____	_____	_____
Councilmember Robert "R. Lee" Flowers	_____	_____	_____

WHEREUPON, the President of the Gulfport City Council declared the resolution adopted, this day, _____, 2022.

ATTEST:

ADOPTED:

Clerk of the Council

President of the Council

The above and foregoing Resolution submitted to and approved by the Mayor, this day, _____, 2022.

Mayor Billy Hewes

(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 ____ day of _____, 2022, the following Resolution:

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

WHEREAS, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a right of way/roadway project intended to improve the flow of traffic at and near the intersection of U.S. Highway 49 and Interstate 10 by extending Airport Road and providing an overpass over Interstate 10 (hereinafter, “Project”); and

WHEREAS, in order to complete this Project, the City must acquire right of way from multiple land owners including Greater Gulfport Properties, LLC; and

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

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

necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the right of way acquisition (i.e., just compensation); and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, any process fees or court costs required to expedite prosecution of these cases and any amount required for acquisition of the right of way; and

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

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

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

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

Tax Parcel Number: 0709H-01-004.000

Ownership: GREATER GULFPORT PROPERTIES, LLC, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of \$192,000.00.

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

SECTION 4. That the Interconnecting Gulfport Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney's Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

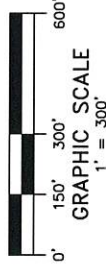
PRESIDENT

The above and foregoing Resoluiton was submitted to and approved by the Mayor, this
the _____ day of _____, 2022.

APPROVED:

MAYOR

PROPERTY NOW OR FORMERLY
GREATER GULFPORT PROPERTIES, LLC
PO BOX 1176
GULFPORT, MS 39502



BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS
SURVEY ARE GEODETIC BEARINGS BASED
UPON GPS OBSERVATION USING EARL
DUDLEY VRS RTK INET GPS NETWORK.

LEGEND

- IRF DENOTES IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
- ⊠ CMF DENOTES CONCRETE MONUMENT FOUND
- (MEAS) DENOTES MEASURED THIS SURVEY
- (DEED) DENOTES PER RECORDED DEED

PREPARED BY:



MACHADO PATANO

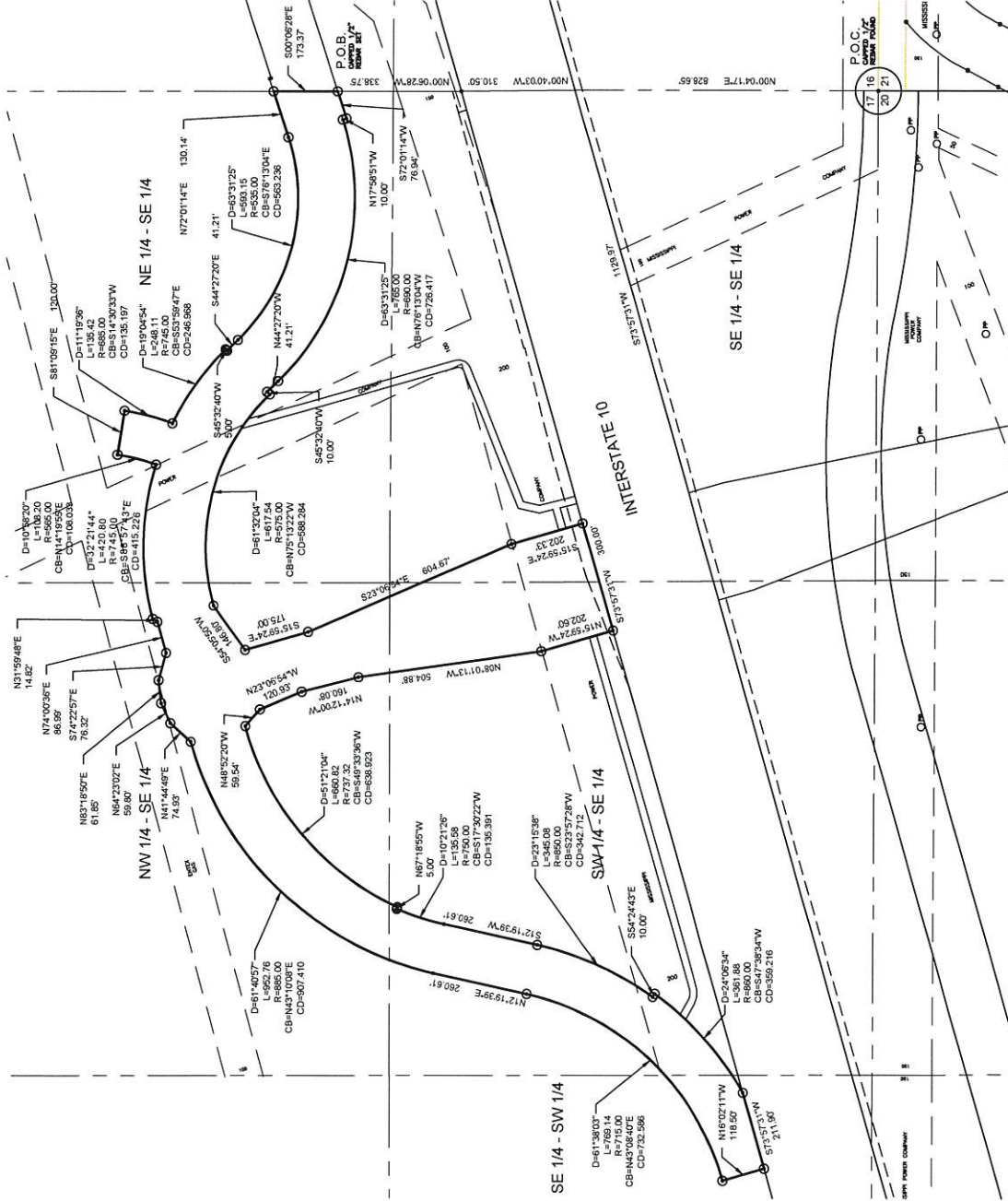
CIVIL
ELECTRICAL
MECHANICAL
SURVEYING
918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpatano.us

SCALE: SHOWN
PROJECT NO. 0273.00.01
DATE: 06/01/2022
DRAWN BY: JCB
CHECKED BY: GCT

BOUNDARY SURVEY

A PARCEL OF LAND SITUATED IN
SECTION 17-7-11, GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON CO., MS

SHEET NO.
SA-01
SHEET 1 OF 2



EXHIBIT

A

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SE 1/4 OF THE SW 1/4 AND ALSO IN THE SE 1/4, ALL IN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A CAPPED 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 17, TOWNSHIP 7 SOUTH, RANGE 11 WEST; THENCE N 00°04'17" E 828.65 FEET TO A 1/2" REBAR FOUND ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10; THENCE N 00°40'03" W 310.50 FEET TO A 1/2" REBAR FOUND ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 10; THENCE N 00°05'28" W 338.75 FEET TO A CAPPED 1/2" REBAR SET AND BEING THE POINT OF BEGINNING; THENCE S 72°01'14" W 758.4 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 15°59'24" E 175.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE 765.00 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 76°13'04" W 726.42 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 44°27'20" W 41.21 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 45°32'40" W 10.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE 617.54 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 75°13'22" W 588.28 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 54°05'50" W 146.80 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 15°59'24" E 175.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 23°06'54" E 604.67 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 15°59'24" E 202.33 FEET TO A CAPPED 1/2" REBAR SET ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 10; THENCE S 73°57'31" W 300.00 FEET ALONG SAID NORTH RIGHT-OF-WAY OF INTERSTATE 10 TO A CAPPED 1/2" REBAR SET; THENCE N 15°59'24" W 202.60 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 08°01'13" W 504.88 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 14°12'00" W 160.08 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 23°06'54" W 120.83 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 48°52'20" W 59.54 FEET TO A CAPPED 1/2" REBAR SET; THENCE 660.82 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 737.32 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 49°33'36" W 638.92 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 67°18'55" W 5.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE 135.58 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 17°30'22" W 135.39 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 12°19'39" W 260.61 FEET TO A CAPPED 1/2" REBAR SET; THENCE 345.06 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 23°57'28" W 342.71 FEET TO A CAPPED 1/2" REBAR SET; THENCE 100.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE 327.88 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 860.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 47°38'34" W 359.21 FEET TO A CAPPED 1/2" REBAR SET ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 10; THENCE S 73°57'31" W 211.90 FEET ALONG SAID NORTH RIGHT-OF-WAY OF INTERSTATE 10 TO A CAPPED 1/2" REBAR SET; THENCE N 16°02'11" W 118.50 FEET TO A CAPPED 1/2" REBAR SET; THENCE 769.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 715.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 43°08'40" E 732.58 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 12°19'39" E 260.61 FEET TO A CAPPED 1/2" REBAR SET; THENCE 932.76 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 885.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 43°10'08" E 907.41 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 41°44'49" E 74.93 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 83°18'50" E 61.85 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 74°22'57" E 76.32 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 31°59'48" E 14.82 FEET TO A CAPPED 1/2" REBAR SET; THENCE 420.80 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 745.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 88°57'43" E 415.22 FEET TO A CAPPED 1/2" REBAR SET; THENCE 108.20 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 565.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF N 14°19'55" E 108.03 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 81°09'15" E 120.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE 135.42 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 685.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 14°30'33" W 135.19 FEET TO A CAPPED 1/2" REBAR SET; THENCE 248.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 745.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 53°59'47" E 246.96 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 45°32'40" W 5.00 FEET TO A CAPPED 1/2" REBAR SET; THENCE S 44°27'20" E 41.21 FEET TO A CAPPED 1/2" REBAR SET; THENCE 593.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET AND ALSO HAVING A CHORD BEARING AND DISTANCE OF S 76°13'04" E 583.23 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 72°01'14" E 765.00 FEET TO A CAPPED 1/2" REBAR SET ON THE EAST POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINS 19.20 ACRES, MORE OR LESS, AND IS SUBJECT TO MISSISSIPPI POWER COMPANY EASEMENTS AS SHOWN HEREON.

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF RESUBDIVISION OF GILLESPIE ADDITION S/D
DEED INSTRUMENT 2015-002080-D-01

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD AFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

PROPERTY NOW OR FORMERLY
GREATER GULFPORT PROPERTIES, LLC
PO BOX 1176
GULFPORT, MS 39502

AREA TABULATION

TOTAL GROSS AREA: 165.3 ACRES
REQUIRED AREA: 19.20 ACRES
REMAINING AREA: 146.10 ACRES

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED WERE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

James C. Booth, Jr.
JAMES C. BOOTH, JR., P.L.S. #2666
JUNE 1, 2022



PREPARED BY:



MACHADO | PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING
918 Howard Ave., Suite F
Biloxi, Mississippi 39530
O: 228.388.1950 | F: 228.388.1971
www.mpeng.us

BOUNDARY SURVEY

A PARCEL OF LAND SITUATED IN
SECTION 17-7-11, GULFPORT, FIRST
JUDICIAL DISTRICT OF HARRISON CO., MS

SHEET NO. **SA-01**
SHEET 2 OF 2

SCALE	SHOWN
PROJECT NO.	003300
DATE	05/17/2022
DRAWN BY	JCB
CHECKED BY	GCT

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT BY AND THROUGH THE GULFPORT POLICE DEPARTMENT TO ACCEPT THE ALCOHOL AND DRUG IMPAIRED DRIVING GRANT NUMBER AL-2023-ST-21341, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City's Municipal Police Department, with authorization of the City Council, applied for the Alcohol and Drug Impaired Driving Grant number AL-2023-ST-21-41 and now seeks approval to accept the grant funds; and

WHEREAS, the Gulfport Police Department, as more fully set forth in the Memorandum of Police Chief Adam Cooper which is attached hereto as Exhibit "A" (with agreement attached thereto), has been awarded Alcohol and Drug Impaired Driving Grant number AL-2023-ST-21-41 which will assist the Gulfport Police Department in pursuit of certain strategies intended to reduce the number of DUI related injuries and fatalities through increased enforcement and enhanced officer training; and

WHEREAS, acceptance of the grant requires execution of certain documents, including the documents attached as a part of Exhibit "A" which must be signed by various city officials to effectuate the City's acceptance of the grant. .

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

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

Section 2. That the City of Gulfport, by and through the City's Police Department, be and it is hereby authorized to accept the Alcohol and Drug Impaired Driving Grant number AL-2023-ST-21-41 the details of which are more fully set forth in the Memorandum from the Police Chief Adam Cooper attached hereto as Exhibit "A" and that the Mayor and Chief of Police be, and they hereby are, authorized to execute the any and all documents as may be required to effectuate the City's acceptance of the grants, including but not limited to the documents attached hereto as a part of Exhibit "B".

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

Memorandum

To: Mayor Billy Hewes
From: Chief Adam Cooper, Gulfport Police Department
Date: July 18, 2022
Re: Permission to Accept FY 2023 Alcohol and Drug Impaired Driving Grant

Subject: Permission to accept FY 2023 Alcohol Grant Number 154AL-2023-ST-21-41 in the amount of \$55,235.41

Your permission is requested to accept the grant identified above. The Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety awarded the grant to the police department in an effort to reduce the number of D.U.I. related injuries and fatalities through increased enforcement and enhanced officer training. The grant provides funding for 100% of the overtime. The goal of this project is to prevent injuries and fatalities thereby making streets of Gulfport safer.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL



July 15, 2022

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: 154AL-2023-ST-21-41
Funding Source and Title: 154Alcohol

Dear Mayor Hewes:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Gulfport Police Department Grant Agreement for the Fiscal Year 2023. Your agency has been approved for 154 Alcohol funding, in the amount of **\$55,235.41**, pending final review and approval by NHTSA in the FY23 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY23 grant activities begin October 1, 2022, and must be concluded by September 30, 2023. In addition, the FY23 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2023.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY23. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 2, 2022.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2022–September 30, 2023)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

If you should have any questions concerning the completion of the grant agreement, please feel free to contact the Division Director for your program, Princella Henry; 601.977.3728; phenry@dps.ms.gov.

Sincerely,



Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

FY23 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Gulfport Gulfport Police Department 2220 15th Street Gulfport, MS 39501 Telephone Number: (228) 868-5964 E-Mail: dryle@gulfport-ms.gov		2. Effective Date of Grant: October 1, 2022 3. Subgrant Number: 154AL-2023-ST-21-41 4. Grant Identifier (Funding Source & Year): 154 Alcohol FY23 5. Beginning and Ending Dates: October 1, 2022 – September 30, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.607		8. UEI # -G8SCFJ32K4N5	
10. A: FAIN #: 69A37519300001540MSA 69A37520300001540MSA		11.A: Initial Federal Award Date: 04/17/2019 03/16/2020	
10.B. Federal Awarding Agency: NHTSA		11.C: Additional Federal Award Date: 12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$55,235.41	(1) Federal	\$55,235.41
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$55,235.41
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	154AL
TOTAL	\$55,235.41	TOTAL:	\$55,235.41
			402PT
			TOTAL
			\$15,042.80
			\$70,278.21
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Billy Hewes Title: Mayor, City of Gulfport	

FY23 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY23.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (Individual Officer and part time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY23 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Gulfport/ Gulfport Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY23 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Gulfport Police Department will maintain the number of alcohol related fatalities from 2 in 2019 to 2 by the end of 2023.

The jurisdiction/agency of Gulfport Police Department will reduce the number of alcohol related injuries from 16 in 2019 to 14 by the end of 2023.

Performance Measures:

Issue 230 grant funded DUI Arrest in FY23.

Strategies:

Select or Hire Individual Officer

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day,
4th of July

FY23 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 58 DUI Arrest citations during quarter, to reach a goal of 230 for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$13,808.85

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 57 DUI Arrest citations during quarter, to reach a goal of 230 for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 2nd Quarter: \$13,808.85

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 57 DUI Arrest citations during quarter, to reach a goal of 230 for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$13,808.86

FY23MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 58 DUI Arrest citations during quarter, to reach a goal of 230 for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$13,808.85

FY23 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gulfport/ Gulfport Police Department				
2. Subgrant Number: 154AL-2023-ST-21-41	3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2022	5. Ending: September 30, 2023	
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$23.0769 X @ approx. 2192 hours = \$50,584.56 Officers over-time or regular time above and beyond normal work hours @ approx. \$34.6713 X @ approx. 116 hours = \$4,021.87 Dispatcher over-time or regular time above and beyond normal work hours @ approx. \$25.1592 X @ approx. 25 hours = \$628.98 Total Salaries = \$55,235.41	\$55,235.41		\$55,235.41

TOTALS	\$55,235.41		\$55,235.41
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Mississippi Office of Highway Safety

FY23 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
 - Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "**SUB-GRANTEE**" has thoroughly considered the problem addressed in the application (Program Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, 20____ **AS**

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____

(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

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 _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT NHTSA POLICE TRAFFIC SERVICES GRANT (PT-2023-PT-21-41), AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Police Department, was granted permission and authorization by the City Council to apply for a grant through the State of Mississippi, Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety or funding for personnel services; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a NHTSA Police Traffic Services Grant (PT-2023-PT-21-41) in the amount of \$15,042.80 which will provide funding for the costs associated with traffic officers as more fully set forth in the memorandum from Adam Cooper, Police Chief, which is attached hereto as Exhibit “A”; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor to execute those documents as may be required to accept and administer the grant.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to accept the NHTSA Police Traffic Services Grant (PT-2023-PT-21-41) in the amount of \$15,042.80 the details of which are more fully set forth in the Memorandum from Police Chief Adam Cooper, attached hereto as Exhibit “A” and the Mayor and Police Chief be and hereby are authorized to execute any and all documents as may be required to accept and administer the grant, including the document attached hereto as Exhibit “B”.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

Memorandum

To: Mayor Billy Hewes
From: Chief Adam Cooper, Gulfport Police Department
Date: July 18, 2022
Re: Permission to Accept FY 2023 Police Traffic Services Grant

Subject: Permission to accept FY 2023 Police Traffic Services Grant Number PT-2023-PT-21-41 in the amount of \$15,042.80.

Your permission is requested to accept the grant identified above. Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety awarded the grant to the police department in an effort to improve the use of seatbelt, child restraint and speeding in the city. The grant provides funding for 1.00% of the overtime and commodities on this project.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL



July 15, 2022

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
Gulfport, MS 39501

Project Number: PT-2023-PT-21-41
Funding Source and Title: 402 Police Traffic Services

Dear Mayor Hewes:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Gulfport Police Department Grant Agreement for the Fiscal Year 2023. Your agency has been approved for 402 Police Traffic Services funding, in the amount of **\$15,042.80**, pending final review and approval by NHTSA in the FY23 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY23 grant activities begin October 1, 2022, and must be concluded by September 30, 2023. In addition, the FY23 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2023.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY23. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 2, 2022.** Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2022–September 30, 2023)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

If you should have any questions concerning the completion of the grant agreement, please feel free to contact the Division Director for your program, Leslie McCree; 601.977.3724; lmccree@dps.ms.gov.

Sincerely,



Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY23 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Gulfport Gulfport Police Department 2220 15th Street Gulfport, MS 39501 Telephone Number: (228) 868-5964 E-Mail: dryle@gulfport-ms.gov		2. Effective Date of Grant: October 1, 2022 3. Subgrant Number: PT-2023-PT-21-41 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY23 5. Beginning and Ending Dates: October 1, 2022 – September 30, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method			
7. CFDA # - 20.600		8. UEI # -G8SCFJ32K4N5		9. Congressional District: 4	
10. A: FAIN #: 69A37519300004020MS0 69A37520300004020MS0		11. A: Initial Federal Award Date: 11/06/2018 02/03/2020		11. C: Additional Federal Award Date:	
10. B. Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date:		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$15,042.80	(1) Federal	\$15,042.80		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$15,042.80		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT	154AL	TOTAL
TOTAL	\$15,042.80	TOTAL:	\$15,042.80	\$55,235.41	\$70,278.21
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)					
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:			15. Approved for Sub-Grantee:		
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety			Signature _____ Date _____ Name: Billy Hewes Title: Mayor, City of Gulfport		

FY23 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY23.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY23 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Gulfport/ Gulfport Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY23 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Gulfport Police Department will maintain the number of unbelted fatalities from 1 in 2019 to 1 by the end of 2023.

The jurisdiction/agency of Gulfport Police Department will reduce the number of unbelted injuries from 58 in 2019 to 57 by the end of 2023.

The jurisdiction/agency of Gulfport Police Department will reduce the number of speed related fatalities from 2 2019 to 1 by the end of 2023.

The jurisdiction/agency of Gulfport Police Department will reduce the number of speed related injuries from 53 2019 to 52 by the end of 2023.

Performance Measures:

Issue 120 grant funded Seat Belt citations in FY23.

Maintain the number of grant funded Child Restraint citations from 12 in FY21 to 12 in FY23.

Maintain the number of grant funded Speed citations from 532 in FY21 to 532 in FY23.

Strategies:

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY23 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 30 Seat Belt citations during quarter, to reach a goal of 120 for FY2023.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal of 12 for FY2023.

Issue a minimum of 133 Speed citations during quarter, to reach a goal of 532 for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$3,760.70

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 30 Seat Belt citations during quarter, to reach a goal of 120 for FY2023.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal 12 of for FY2023.

Issue a minimum of 133 Speed citations during quarter, to reach a goal 532 of for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$3,760.70

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 30 Seat Belt citations during quarter, to reach a goal of 120 for FY2023.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal 12 of for FY2023.

Issue a minimum of 133 Speed citations during quarter, to reach a goal 532 of for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$3,760.70

FY23MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/ Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 30 Seat Belt citations during quarter, to reach a goal 120 of for FY2023.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal 12 of for FY2023.

Issue a minimum of 133 Speed citations during quarter, to reach a goal of 532 for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$3,760.70

FY23 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gulfport/Gulfport Police Department				
2. Subgrant Number: PT-2023-PT-21-41		3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2022	5. Ending: September 30, 2023
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$32.6733 X @ approx. 445 hours = \$14,539.62 Dispatcher over-time or regular time above and beyond normal work hours @ approx. \$25.1592 X @ approx. 20 hours = \$503.18 Total Salaries = \$15,042.80	\$15,042.80		\$15,042.80

TOTALS	\$15,042.80		\$15,042.80
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Mississippi Office of Highway Safety

FY23 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

FY23 MOHS Grant Agreement

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.

Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

_____ Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	_____ Date
_____ Print Authorizing Official's Name	_____ Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

_____ Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	_____ Date
_____ Print Authorizing Official's Name	_____ Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 Police Traffic Services** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

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 _____, 2022, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO PARTICIPATE IN THE SECTION 108 LOAN GUARANTEE PROGRAM ASSOCIATED WITH HUD’S COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) PROGRAM AND TO APPLY AND SUBMIT ALL DOCUMENTS NECESSARY TO EFFECTUATE PARTICIPATION IN THE SECTION 108 LOAN PROGRAM, AND AUTHORIZING THE MAYOR TO SIGN ALL SUCH DOCUMENTS ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the Section 108 Loan Guarantee Program overseen and administered by the U. S. Department of Housing and Urban Development (“HUD”) provides Community Development Block Grant (“CDBG”) recipients with the ability to leverage their annual grant allocation to access low-cost, flexible financing for economic development, housing, public facility, and infrastructure projects; and

WHEREAS, qualifying communities can use Section 108 guaranteed loans to either finance specific projects or to launch loan funds to finance multiple projects over several years; and

WHEREAS, HUD reports that Section 108 guaranteed loans can be used to catalyze private economic activity in underserved areas in cities and counties across the nation or to fill a financing gap in significant community projects; and

WHEREAS, the City of Gulfport, by and through its Mayor, should be authorized to make application for inclusion in the Section 108 Loan Guarantee Program with HUD and to submit all documents necessary to submit such an application and to pursue participation in this program.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, be and it is hereby authorized to apply for and pursue participation in the Section 108 Loan Guarantee Program associated with the Community Development Block Grants (“CDBG”) program and the Mayor be, and he hereby is, authorized to sign any and all documents necessary to effectuate application for and participation in this Section 108 Loan Guarantee Program and to take any and all steps as may be required to complete and effectuate said application.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

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 _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
PUBLIC DISPLAY OF FIREWORKS AT THE SOUTHERN ASSOCIATION OF STATE
HIGHWAY AND TRANSPORTATION OFFICIALS EVENT, AND FOR RELATED PURPOSES**

WHEREAS, the Southern Association of State Highway and Transportation Officials is meeting at Centennial plaza in late August of 2022; and

WHEREAS, in connection with the meeting, the meeting organizers intend to provide a public display of fireworks on the beach area south of Centennial Plaza; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve, and permit this public display of fireworks.

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

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

Section 2. That, pursuant to Code of Ordinances, Section 10-55(c), the Souther Association of State highway and Transportation Officials is granted this written permit for a public display of fireworks as a part of their annual meeting on Sunday, August 28, 2022, at or near the beach area south of Centennial Plaza in the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR



Gulfport Fire Department
1515 – 23rd Avenue
Gulfport, MS 39501



Public Fireworks Display Permit Application

Date of Application: 07/19/2022

Permit Fee (Non-Refundable): \$50.00 (Cashiers or Certified Check Made Payable to the Gulfport Fire Department.)

1. Sponsoring Organization: Pyro Productions, Inc for SASHTO

Federal ID#: 1-AL-069-24-5A-00726 Phone: 866-535-7976 Fax: _____

Representative: Charles McKinley

Address: 2083 Helms Rd City, State, Zip: Rehobeth, AL 36301

Phone: 251-725-7975 Fax: _____
Fax: _____

2. Fireworks Supplier: Pyro Productions, Inc

Address: 2083 Helms Rd City, State, Zip: Rehobeth, AL 36301

Phone: 866-535-7976 Fax: _____

3. Display Operator: Charles McKinley

Address: 2083 Helms Rd City, State, Zip: Rehobeth, AL 36301

Phone: 251-725-7975 Fax: _____

Display Assistants: _____

4. Display Date: 08/28/2022 Display Time: 8:30 p.m. Rain Date: 08/29/2022

Location: Beach across from Centennial Plaza, 200 E Beach Blvd Date Receiving Fireworks: 08/28/2022

5. When Will Display Site Be Ready for Inspection: Date: 08/28/2022 Time: 5:00 p.m.

6. The following documents must be attached:

- ☐ 1) Proof of insurance
- ☐ 2) Resume of pyrotechnic technician and their qualifications along with 3 references (last 3 shows)
- ☐ 3) Copy of ATF permits
- ☐ 4) List of shots to be used and their effects
- ☐ 5) Information on storage before event
- ☐ 6) Information on cleanup and/or disposal after event
- ☐ 7) Layout of event with shot locations
- ☐ 8) Material Safety Data Sheet

Applicant (Print): Charles McKinley Applicant's Title (Print): Managing Partner

Applicant's Signature: Charles McKinley Date: 07/19/2022

Fire Chief's Signature: Bobby Kelley Date: 7.20.22



PYRO PRODUCTIONS INC.

2083 HELMS ROAD
REHOBETH, AL 36301

(866) 535-7976

WWW.PYROPRODUCTIONS.COM

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- 9. MSDS Sheets 1.3G & 1.4G**
- 10. Certificate of Insurance**
- 11. Technician Documentation**
- 12. Site Diagram**

Display application submitted online

Details and Description of Event

Details & Description of Event

Pyro Productions Inc. Will be performing a professional fireworks display for:

Event Name: SASHTO Fireworks Display

Sponsor: SASHTO - Southern Association of State Highway and Transportation Officials

Date: 08/28/2022

Location: Beach accross from Centennial Plaza, 200 E Beach Blvd, Gulfport, MS 39507

Shoot Time: 08:30 p.m.

Arrival Time: 9:00 a.m.

Technicians and Assistants Assigned to Show

Technicians assigned to show:

Lead Technicians:

Charles McKinley - Lead Technician

Assistant Technicians:

Any or all of the above employees including the following may be on site at any time.

Adam Weinecker - 3/27/1990
Ken Jones - 02/21/1975
Eslam Leung - 01/12/1990
Jamie Chamberlain - 08/09/1971
Nathan Cole - 09/28/1987
James 'Dan' Chamberlain - 09/16/1944
Anthony Lang - 10/16/1959
Vickie Chamberlain - 04/29/1947
Bradley Hall - 06/10/1986
Morgan Niles - 07/26/1996
Mark Deraney - 02/19/1980
Ondreah Bryan - 04/10/1990
Alexander Petal - 04/27/1996
Dusty McKinley - 11/27/1979
James 'Alan' Roper - 05/28/1968
Charles K. McKinley - 03/28/198
Kurt Cavalier - 10/28/1969
Derek Kilgore - 02/01/1970
Chuck Lucia - 08/03/1977
Thomas A. Williams 07/18/1980
Ignatius 'Nash' Troia - 8/15/1980
Brian Boudoin - 11/1/1963
Phillip Taylor -6/8/1974
Travis James - 9/13/1994
Mike Green - 06/04/1974
Sean Herring – 2/15/1984
Ricardo Jones – 5/7/1983

David Spear - 06/08/1954
Rick Newby - 11/19/1958
Jackie Johnson - 07/26/1981
Shaun Hoard - 03/02/1984
Mark Robinson - 03/20/1976
Jason Jones - 01/25/1978
Hugh C. McWhorter - 01/29/1957
Loretta McWhorter - 05/25/1961
Danielle McWhorter - 03/17/1983
Justin McWhorter - 05/02/1986

Aarol Laudumiey - 10/25/85
Evan Williams - 4/22/85
Carrie Jay - 9/28/75
Shanel Troia - 5/26/1978
Joseph Bourgot - 7/19/1964

Product to be Shot in Show

Product to be Shot in Show

Product ID	Description	Packing	Quantity
3-RDC-LID	3" Red Tiger Tail (Red comet)		6
03V088	3" Mine Bot-Top Sil Crack-Red & Blue- White Strobe Bottom		3
03F010	3" CRACKLING TIGER TAIL		6
3-SRGP-TSK	Screaming with color moving star (red and white)		2
3-RCSC-CFT	Red tailed thunder with white strobe		2
3-RBTH-CFT	Red and Blue Tail Thunder to Crackling Rain		2
3-PLSS-TOY	Pink and lemon with silver serpents (cylinder)		2
3-ONSB-TSK	Orange Strobe		2
3-HRPT-TSK	Heart Pattern shell		4
3-HRPC-TSK	Heart Pattern Red to crackle		4
3-GCSC-CFT	Green tailed thunder with twilight glitter		2
2.5-RWBN-PAN	Red white and blue 10 Shot finale chain		5
2.5-SFNS21-PAN	5 Salute with 5 gold willows 10 Shot finale chain		5
03J000	3" ASSORTED FREEDOM W/TAIL (18 Varieties) (sell as case of 72 only)	cs 72	1
02I002	2-1/2" BROCADE		10
25I016	136 CENTER SEQUENTIAL SPINNER & MINES (25MM) (15 Sec)		1
25J002	50 2" BROCADE WAVE W/GOLD TAIL R/G/B/P (40Sec)		1
25J005	36 2" BROCADE CROWN (37sec)		2
25J006	36 2" CRACKLING WILLOW W/CRACKLING TAIL (31 Sec)		1
25N023	300 Z BIG GOLDEN COCONUT W/BUE		1
3-swfn-01	3" Chain of 10		8
FOA6881	WHISTLES - ZIPPER		4
FOA6884	SLAB - RED MINES / GOLD COMETS		1
FOA6888	SLAB - RED MINES / BLUE CROSSETTES - (13s 3sec)		1
FOA6892	SLAB - GREEN, GOLD, BLUE MINES SWEEP		1
FOA6893	SLAB - CRACKLING PALM BBETTES		1
FOA6894	SLAB - RWB GLITTER BBETTES		1
FOA6856	RED CROSSETTE FAN - (25 shot 15 sec)		2
MJGQ10	10 Foot MJG Quickplug		160

Safety Plan

Show Safety & Security Plan

The fireworks and equipment will arrive at the shoot site the day of the display. Everyone on the pyrotechnic crew has been trained on safety and security awareness. The fireworks are never left unattended.

Pyro Productions has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. Pyro Productions abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

Pyro Productions adheres to NFPA Codes 1123, 1126 & 160 for Fireworks Displays. NFPA approved fire extinguishers are standard equipment at all shows.

During the show, crewmembers will assist in guarding the perimeter to make sure that no one is allowed in the fallout zone during the display. Security is maintained around the perimeter until it is determined safe.

One crewmember will be designated as the “spotter”. The spotter observes the fireworks display as it is launched, watching for any shells that may come back to the ground unexploded, possible ground fires, etc.

Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris. The next morning the site is again checked.

U.S Coast Guard Permit - If Applicable

ALABAMA

ALABAMA PYROTECHNICIAN PERMIT

PYROTECHNIC DISPLAY OPERATOR
CHARLES MCKINLEY
2083 HELMS ROAD
REHOBETH, AL 36301
XXX-XX-5971

Permit No: P-158
Permit Date: 12/31/2021
Expiration Date: 12/31/2023

No person with Pyrotechnic License may display fireworks unless the person is employed by a licensed Alabama Pyro Contractor.

Scott F. P. Green

State Fire Marshal

STATE OF ALABAMA

ALABAMA PYROTECHNICIAN PERMIT

This is to certify that all requirements of the State of Alabama have been met by virtue of the Code of Alabama, 1975, Chapter 8-17-230.

Permit Type: PYROTECHNIC DISPLAY OPERATOR
Name: CHARLES MCKINLEY
Permit No: P-158
Status: APPROVED
Expiration Date: 12/31/2023



Alabama Department of Insurance
State Fire Marshal

Site Map



US Coast Guard Permit Information

The proposed event does not meet the requirements of a Coast Guard Marine event set forth in Title 33 Code of Federal Regulations (CFR) Part 100, due to the fact that the event does not cause conditions which are deemed to introduce extra or unusual hazards to the safety of life on navigable waterways.

ATF License

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **1-AL-069-24-5A-00726**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date **January 1, 2025**

Name
PYRO PRODUCTIONS, INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**2083 HELMS ROAD
REHOBETH, AL 36301-**

Type of License or Permit

24-IMPORTER OF LOW EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYRO PRODUCTIONS OF ALABAMA INC
PYRO PRODUCTIONS, INC
2083 HELMS ROAD
REHOBETH, AL 36301-

Charles McKinley
Licensee/Permittee Responsible Person Signature

Managing Partner
Position/Title

Charles McKinley
Printed Name

1-18-22
Date

Previous Edition is Obsolete

PYRO PRODUCTIONS OF ALABAMA INC 2083 HELMS ROAD 36301-1 AL 069-24-5A-00726 January 1, 2025 24-IMPORTER OF LOW EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYRO PRODUCTIONS OF ALABAMA INC

Business Name: PYRO PRODUCTIONS, INC

License/Permit Number: 1-AL-069-24-5A-00726

License/Permit Type: 24-IMPORTER OF LOW EXPLOSIVES

Expiration: January 1, 2025

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

MSDS

Material Safety Data Sheet
May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY (As Used on Label and List) Fireworks, 1.3G, UN0335, PGI
Display Fireworks (1.3G)

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Carrier's Name

J&M Displays, Inc.

Address (Number Street, City, State, ZIP) (Fill in)

18064 170th Avenue

Yarmouth, Iowa 52660

Emergency Telephone Number (fill in)

319-394-3890 or 800-255-3924

Telephone Number for Information (fill in)

319-394-3890 or 800-394-3890

Date Prepared 11/4/2004

Signature of Preparer (optional)

Section II – Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity: Common Name(s))

OSHA PEL

ACGIH TLV

Other Limits
Recommended

% (optional)

Contains explosive and pyrotechnic compositions. - These items are classified as Fireworks, 1.3G, UN0335, PGI by DOT.

No chemical components are released during normal handling and storage of shells.

Section III – Physical/Chemical Characteristics

Boiling Point

n/a

Specific Gravity (H₂O = 1)

n/a

Vapor Pressure (mm Hg)

n/a

Melting Point

n/a

Vapor Density (AIR = 1)

n/a

Evaporation Rate (Butyl Acetate = 1)

n/a

Solubility in Water Slight

Appearance and Odor All chemical composition is contained in hard cardboard or plastic casing.

Section IV – Fire and Explosion Hazard Data

Flash Point (Method Used) n/a

Flammable Limits n/a

LEL n/a

UEL n/a

Extinguishing Media Do not attempt to fight fire in vicinity of display fireworks - evacuate area.

Special Fire Fighting Procedures Evacuate fire area immediately and seek shelter. Follow established emergency action plan.

Unusual Fire and Explosion Hazards Display fireworks may mass explode in a fire situation.

Section V – Reactivity Data

Stability	Unstable	☐	Conditions to Avoid No open flames, smoking, or moisture in vicinity of stored fireworks.
	Stable	☒	Avoid friction or impact.
Incompatibility (Materials to Avoid) Do not allow fireworks to get wet.			
Hazardous Decomposition or Byproducts Smoke generated during use of devices may contain small amounts of carbon monoxide, hydrogen sulfide, and nitrogen oxides. Avoid prolonged inhalation.			
Hazardous Polymerization	May Occur	☐	Conditions to Avoid
	Will Not Occur	☒	

Section VI – Health Hazard Data

Route(s) of Entry:	Inhalation? ☒	Skin? ☐	Ingestion? ☐
Health Hazards (Acute and Chronic) No chemical components are released during normal handling of shells. However, ground level smoke generated during shooting of public displays may contain gasses which may cause irritation of eyes or mucous membrane. Prolonged inhalation of smoke should be avoided.			
Carcinogenicity: No	NTP? No	IARC Monographs? No	OSHA Regulated? No
Signs and Symptoms of Exposure Prolonged exposure to smoke generated during shooting of shells may cause shortness of breath and irritation of eyes and mucous membranes.			
Medical Conditions Generally Aggravated by Exposure	Persons with pre-existing respiratory conditions (i.e. asthma, emphysema, etc.) should avoid inhalation of smoke.		
Emergency and First Aid Procedures Move to fresh air and avoid further exposure to smoke.			

Section VII – Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled Absolutely no smoking or open flames in vicinity of spilled material. Carefully pick up and place spilled item in cardboard cartons. Sweep up any exposed chemical composition with a natural fiber brush.
Waste Disposal Method Soak any exposed chemical composition with water, sweep up with natural fiber brush and dispose of by burning in compliance with local, state, and federal regulations.
Precautions to Be Taken in Handling and Storing Keep fireworks cool and dry. Avoid impact with shipping cartons. Absolutely no smoking in vicinity of fireworks.
Other Precautions None

Section VIII – Control Measures

Respiratory Protection (Safety Type) None required when handling finished items.		
Ventilation	Local Exhaust n/a	Special n/a
	Mechanical (General) n/a	Other n/a
Protective Gloves None required	Eye Protection n/a	
Other Protective Clothing or Equipment n/a		
Work/Hygienic Practices No smoking in vicinity of fireworks.		

Material Safety Data Sheet
May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor
Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

1.4G

IDENTITY (As Used on Label and List)

Consumer Fireworks (Fireworks 1.4G)

Note: Blank spaces are not permitted. If any item is not applicable,
or no information is available, the space must be marked to indicate that.

Section I

Carrier's Name
J & M Displays, Inc.

Emergency Telephone Number
319-394-3890 or 800-255-3924

Address (Number Street, City, State, ZIP)

Telephone Number for Information
319-394-3890 or 800-394-3890

18064 170th Avenue

Date Prepared 5/15/04

Yarmouth, Iowa 52660

Signature of Preparer (optional)

Section II ? Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity: Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
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Contains pyrotechnic composition – a solid mixture of oxidizer and fuel that will burn if ignited. These items are classified as
1.4G Explosives by the US Department of Transportation. No Chemical composition is exposed during normal handling and
storage.

Section III ? Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H ₂ O = 1)	N/A
Vapor Pressure (mm Hg)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A

Solubility in Water Slight

Appearance and Odor All pyrotechnic composition is contained in a cardboard casing.

Section IV ? Fire and Explosion Hazard Data

Flash Point (Method Used)	N/A	Flammable Limits	N/A	LEL	N/A	UEL	N/A
---------------------------	-----	------------------	-----	-----	-----	-----	-----

Extinguishing Media Flood with water if a small amount of fireworks is involved.

Special Fire Fighting Procedures Do not use suffocation methods – devices contain their own oxygen. If large amounts of fireworks are
involved, allow them to burn and prevent spread of fire.

Unusual Fire and Explosion Hazards Fireworks will burn rapidly in the event of fire.

Section V – Reactivity Data

Stability	Unstable		Conditions to Avoid	Open flames, smoking.
	Stable	X		

Incompatibility (Materials to Avoid)

Hazardous Decomposition or Byproducts

Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	N/A

Section VI – Health Hazard Data

Route(s) of Entry: Inhalation? No Skin? No Ingestion? No

Health Hazards (Acute and Chronic) Exposure to finished items does not pose any health hazard.

Carcinogenicity: NTP? No IARC Monographs? No OSHA Regulated? No

Signs and Symptoms of Exposure N/A

Medical Conditions N/A
Generally Aggravated by Exposure

Emergency and First Aid Procedures N/A

Section VII – Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled

No smoking or open flames in vicinity of spilled material. Carefully pick up and place spilled items in cardboard cartons. Sweep up any exposed chemical composition with a natural fiber brush.

Waste Disposal Method In accordance with local regulations.

Precautions to Be Taken in Handling and Storing Avoid open flames, smoking, and high temperatures (above 120° F.) Keep shipping cartons cool and dry.

Other Precautions None

Section VIII – Control Measures

Respiratory Protection (Safety Type) None required when handling finished items.

Ventilation	Local Exhaust	N/A	Special	N/A
	Mechanical (General)	N/A	Other	N/A

Protective Gloves None required Eye Protection N/A

Other Protective Clothing or Equipment N/A

Work/Hygienic Practices No smoking in vicinity of fireworks.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2022

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

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

PRODUCER BGSLLC One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No. Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED Pyro Productions Inc. 2083 Helms Road Rohobeth AL 36301	E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest Indemnity Insurance Co.	
	INSURER B : Everest Denali Insurance Company	
	INSURER C : Axis Surplus Insurance Company	
	INSURER D : Liberty Mutual Insurance Co	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1300751827

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			S18ML02408-221	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			S18CA00268-221	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000724393-01	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WC5-33S-B21Q46-012 (MS)	2/1/2022	2/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Date: 08/28/2022

Location: Beach across from Centennial Plaza, 200 E Beach Blvd, Gulfport, MS 39507

Additional Insured: SASHTO (sponsor); Centennial Plaza (landowner); City of Gulfport, MS (city of event); State of Mississippi (state of event); its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event;

CERTIFICATE HOLDER

CANCELLATION

Southern Association of State Highway and Transportation Officials
P.O. Box 1850
Jackson MS 39565

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

AUTHORIZED REPRESENTATIVE

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Technician Documentation



COMMERCIAL DRIVER LICENSE



ALABAMA



NO. 6603046

CLASS BV

D.O.B. 03-28-1980

EXP 03-25-2023

CHARLES KEY
MCKINLEY

2071 HELMS RD
REHOBETH AL 36301-7784

ENDORSEMENTS X

REST A

ISS 04-04-2019

SEX M

HT 6-04

EYES BLU

WT 375

HAIR BLN

Charles McKinley



Secretary Hal Taylor
Secretary of Law Enforcement



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: MH/FLS
5400
File Number: 5IA00054

04/11/2022

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE** for:

CHARLES KEY MCKINLEY

PYROTECHNICIAN
(251)725-7975

2071 HELMS ROAD
DOTHAN, AL 36301

and is **ONLY valid** under the following Federal explosives license/permit:

5-IA-057-50-1K-00054

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

Dear CHARLES MCKINLEY:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

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 _____, 2022, 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, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, June 10, 2021, July 6, 2021, on August 3, 2021, on August 17, 2021, on September 7, 2021, October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, and on July 5, 2022, 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., Section 31-7-13(k) 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 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

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 _____, 2022, 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., Section 31-7-13(k) 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, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, and on July 5, 2022, 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 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

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 _____, 2022, 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 IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; 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.*, Section 31-7-13(k) 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 September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on

June 7, 2022, and on July 5, 2022, 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 Ida, 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 Ida.

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 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

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 _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2022-138</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,840,671</u>	<u>3,033</u>	<u>-</u>	<u>1,843,704</u>
Supplies	<u>44,940</u>	<u>-</u>	<u>-</u>	<u>44,940</u>
Other Services	<u>343,177</u>	<u>-</u>	<u>52,795</u>	<u>395,972</u>
Capital	<u>41,000</u>	<u>-</u>	<u>-</u>	<u>41,000</u>
Total	<u>2,269,788</u>	<u>3,033</u>	<u>52,795</u>	<u>2,325,616</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.46%**

SUMMARY:

At the request of the Urban Development department, the amendment funds lot assessments through the remainder of the year.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-138



**DEPARTMENT OF URBAN
DEVELOPMENT**

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487

William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

Memorandum

To: Todd Harman
From: Greg Pietrangelo
Date: 7/26/2022
Re: Budget Amendment Request

Subject: Budget Transfer #_____, please transfer \$22,795.00 from General Fund, these are funds received back from the Harrison County Tax Collector for Lot Assessments. The total budget of \$150,000 (611-625500 Lot Assessment) has been expended and would like to increase it by the amount above plus an additional \$30,000. Total budget request is \$52,795.00.

Thank you,

Greg Pietrangelo

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2022-139</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,840,671</u>	<u>3,033</u>	<u>6,619</u>	<u>1,850,323</u>
Supplies	<u>44,940</u>	<u>-</u>	<u>-</u>	<u>44,940</u>
Other Services	<u>343,177</u>	<u>52,795</u>		<u>395,972</u>
Capital	<u>41,000</u>	<u>-</u>	<u>-</u>	<u>41,000</u>
Total	<u>2,269,788</u>	<u>55,828</u>	<u>6,619</u>	<u>2,332,235</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.75%**

SUMMARY:

At the request of the Urban Development department, the amendment funds funds an additional building inspector to replace the retiring building inspector.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-139



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Jeff Bruni, City Attorney
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Building Inspector / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 18th, 2022

The Director of Urban Development is requesting to fund the position of Building Inspector at grade 111. This position will be vacated on September 30th, 2022. Please provide a budget amendment to fund and generate an additional position via ordinance for the August 2nd, 2022 council meeting. The position will be posted at grade 111 step 7 -9, (\$39,841.14 - \$40,630.07) for the year. This position does not need to be defunded due to this position vacating at the end of the fiscal year. The Urban Development department will budget for 240 hours in the next fiscal year to cover leave being paid out in the position being vacated.

New Position Number effective August 2nd 2022: #1457
Defunded Position Number on October 1, 2022: #52

Requesting to fund:

Job Title: Building Inspector

Grade: 111

Minimum Step: \$37,182.27

Maximum Step: \$55,359.33

Funding Max Amount: \$39,841.14 (Step 9)

Department Org: 611

Next fiscal year, on October 6th, 2022 position number 52 will be paid out with an additional 240 hours at \$19.5337 an hour.



**DEPARTMENT OF
LEISURE SERVICES**

135 Courthouse Road
Gulfport, MS 39507

Phone: 228-868-5881

Fax: 228-868-5883

To: Todd Harman, Comptroller

From: Gus Wesson, Director

Date: July 25, 2022

Subject: Budget Amendment to transfer funds to 411 Leisure Services

The Department of Leisure Services is requesting a budget amendment to transfer funds to 411-620900 Contractual, 411-630100 Capital, and 411-612200 Repairs and Maintenance. Due to the recently approved grass cutting contract and other unexpected necessary expenditures, we are requesting \$264,643 be transferred so we can operate the remainder of the 2022 budget year. Please see a list of some of these unexpected expenditures below:

Unexpected Expenditures

Goldin Press Box AC Unit Repairs	\$11,672.00
Gaston Hewes Community Center AC Replacement	\$12,988.00
Centennial Plaza Soccer Field Goals-FEMA	\$10,745.00
Sportsplex Turf Mound Replacement	\$73,900.00
Automation (staffing)	\$39,458.00
Centennial Plaza Soccer Field Lights-FEMA	\$17,402.00
TOTAL	\$166,165.00

Line Item	Increase	Decrease
Grass Cutting Contract Account 411-620900 Contractual	\$252,143.00	
Ice Machine for 19 th Street Community Center Account 411-630100 Capital	\$6,000.00	
Insurance Repairs and Elevator Repair Account 411-612200 Repairs and Maintenance	\$6,500.00	
TOTAL	\$264,643.00	

Thank you for your consideration in this matter and should you have any questions or issues, please feel free to contact me.

Gus Wesson

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>411</u>	Budget Amendment Number:	<u>2022-140</u>
Department Name	<u>Leisure Services</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Leisure Services</u>				
Personnel Services	<u>3,030,112</u>	<u>3,033</u>	<u>-</u>	<u>3,033,145</u>
Supplies	<u>1,048,566</u>	<u>(1,815)</u>	<u>-</u>	<u>1,046,751</u>
Other Services	<u>2,018,710</u>	<u>-</u>	<u>258,643</u>	<u>2,277,353</u>
Capital	<u>384,044</u>	<u>50,000</u>	<u>6,000</u>	<u>440,044</u>
Total	<u>6,481,432</u>	<u>51,218</u>	<u>264,643</u>	<u>6,797,293</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **4.87%**

SUMMARY:

At the request of the Leisure Services department, the amendment replaces funds to cover unexpected expenses to date.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-140



DEPARTMENT OF
LEISURE SERVICES

135 Courthouse Road
Gulfport, MS 39507

Phone: 228-868-5881

Fax: 228-868-5883

To: Todd Harman, Comptroller

From: Gus Wesson, Director

Date: July 25, 2022

Subject: Budget Amendment to transfer funds to 445 Harbor Accounts

The Department of Leisure Services is requesting a budget amendment to transfer funds to 445-600100 Personal Services and 445-610100 Supplies. These funds are needed for daily operations for the remainder of the 2022 budget year. Please see a list of unexpected expenses the Harbor has encumbered related to fuel dock repairs, FEMA repairs, and Tideland projects as shown below:

Unexpected Expenditures

Fuel Dock Repairs =	\$24,105.00
Utility Tower Repairs =	\$26,334.00
Pavilion LED Replacement (Tidelands)=	\$44,656.00
Night Time Security =	\$7,056.00
Barksdale Roofing Repair (FEMA) =	<u>\$9,662.00</u>
	\$111,813.00

Line Item	Increase	Decrease
Personal Services Account 445-600100	\$27,945.00	
Supplies Account 445-610100	\$60,526.00	
TOTAL	\$88,471.00	

Thank you for your consideration in this matter and should you have any questions or issues, please feel free to contact me.

Gus Wesson

City of Gulfport

Budget Amendment Request

Fund Name	<u>Harbor Operations</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>445</u>	Budget Amendment Number:	<u>2022-141</u>
Department Name	<u>Leisure Services</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Leisure Services</u>				
Personnel Services	<u>285,437</u>	<u>-</u>	<u>27,945</u>	<u>313,382</u>
Supplies	<u>427,593</u>	<u>-</u>	<u>60,526</u>	<u>488,119</u>
Other Services	<u>390,663</u>	<u>-</u>	<u>-</u>	<u>390,663</u>
Capital	<u>9,630</u>	<u>-</u>	<u>-</u>	<u>9,630</u>
Total	<u>1,113,323</u>	<u>-</u>	<u>88,471</u>	<u>1,201,794</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **7.95%**

SUMMARY:

At the request of the Leisure Services department, the amendment replaces funds to cover unexpected Harbor expenses to date.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-141



**DEPARTMENT OF
LEISURE SERVICES**

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

LS Admin. Bldg.
135 Courthouse Rd.
Gulfport, MS 39507

To: Todd Harman, Comptroller

From: Gus Wesson, Director

Date: July 22, 2022

Subject: Budget Amendment to add funds for repair of the Jones Park Tensile Structure

The Department of Leisure Services is requesting a Budget Amendment to add funds for the repair of the Jones Park Tensile Project to Account number 445-630100 (Capital). This includes the insurance amount of \$94,999.90 that has been received.

Line Item	Increase	Decrease
Jones Park Tensile Repair Project	\$435,000.10	
TOTAL	\$435,000.10	

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	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>411</u>	Budget Amendment Number:	<u>2022-142</u>
Department Name	<u>Leisure Services</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Leisure Services</u>				
Personnel Services	<u>3,030,112</u>	<u>3,380</u>	<u>-</u>	<u>3,033,492</u>
Supplies	<u>1,048,566</u>	<u>(1,815)</u>	<u>-</u>	<u>1,046,751</u>
Other Services	<u>2,018,710</u>	<u>258,643</u>	<u>-</u>	<u>2,277,353</u>
Capital	<u>384,044</u>	<u>56,000</u>	<u>435,000</u>	<u>875,044</u>
Total	<u>6,481,432</u>	<u>316,208</u>	<u>435,000</u>	<u>7,232,640</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **11.59%**

SUMMARY:

At the request of the Leisure Services department, the amendment replaces funds to cover unexpected expenses to date.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 No. Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 X **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-142



**DEPARTMENT OF
LEISURE SERVICES**

135 Courthouse Road
Gulfport, MS 39507

Phone: 228-868-5881

Fax: 228-868-5883

To: Todd Harman, Comptroller

From: Gus Wesson, Director

Date: July 25, 2022

Subject: Budget Amendment to transfer funds to 445 Harbor Fuel for Retail Sales

The Department of Leisure Services is requesting a budget amendment to transfer funds to 445-614100 Fuel for Retail Sales. Due to the increase in fuel prices and increased number of occupied slips, these additional funds are needed for the remainder of the 2022 budget year.

Line Item	Increase	Decrease
Fuel for Retail Sales Account 445-614100	\$140,000.00	
TOTAL	\$140,000.00	

Thank you for your consideration in this matter and 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	<u>Harbor Operations</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>445</u>	Budget Amendment Number:	<u>2022-143</u>
Department Name	<u>Harbor</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Leisure Services</u>				
Personnel Services	<u>285,437</u>	<u>27,945</u>	<u>-</u>	<u>313,382</u>
Supplies	<u>427,593</u>	<u>60,526</u>	<u>140,000</u>	<u>628,119</u>
Other Services	<u>390,663</u>	<u>-</u>	<u>-</u>	<u>390,663</u>
Capital	<u>9,630</u>	<u>-</u>	<u>-</u>	<u>9,630</u>
Total	<u>1,113,323</u>	<u>88,471</u>	<u>140,000</u>	<u>1,341,794</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **20.52%**

SUMMARY:

At the request of the Leisure Services department, the amendment replaces funds the purchase of fuel for resale at the Harbor fuel dock. Costs will be recouped through the sale of fuel.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 No. Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 X **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-143

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2022-144</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,840,671</u>	<u>9,652</u>	<u>(6,154)</u>	<u>1,844,169</u>
Supplies	<u>44,940</u>	<u>-</u>	<u>-</u>	<u>44,940</u>
Other Services	<u>343,177</u>	<u>52,795</u>		<u>395,972</u>
Capital	<u>41,000</u>	<u>-</u>	<u>-</u>	<u>41,000</u>
Total	<u>2,269,788</u>	<u>62,447</u>	<u>(6,154)</u>	<u>2,326,081</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.48%**

SUMMARY:

As required by Ordinance, the budget amendment defunds the Clerk III position in Urban Development that was vacated on June 30, 2022.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-144



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Jeff Bruni, City Attorney
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Defund Clerk III - Refund Clerk I / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 20th 2022

The Director of Urban Development is requesting to defund the Clerk III position and fund a Clerk I position effective August 8th, 2022. The position will be posted at grade 103 step 30 (\$29,083.68) for the year. The Clerk III position was vacated on June 30th, 2022.

New Position Number effective August 2nd 2022: # 1459
Defunded Position Number: #37

Requesting to fund:

Job Title: Clerk I

Grade: 103

Minimum Step: \$21,640.99

Maximum Step: \$32,220.48

Funding Max Amount: \$29,083.68 (Step 30)

Department Org: 611

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2022-145</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,840,671</u>	<u>3,498</u>	<u>4,830</u>	<u>1,848,999</u>
Supplies	<u>44,940</u>	<u>-</u>	<u>-</u>	<u>44,940</u>
Other Services	<u>343,177</u>	<u>52,795</u>		<u>395,972</u>
Capital	<u>41,000</u>	<u>-</u>	<u>-</u>	<u>41,000</u>
Total	<u>2,269,788</u>	<u>56,293</u>	<u>4,830</u>	<u>2,330,911</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.69%**

SUMMARY:

As requested by the Urban Development department, the budget amendment funds a Clerk I position to replace the Clerk III position vacated on June 30, 2022.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-145



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Jeff Bruni, City Attorney
Todd Harman, Director of Finance
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Defund Clerk III - Refund Clerk I / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 20th 2022

The Director of Urban Development is requesting to defund the Clerk III position and fund a Clerk I position effective August 8th, 2022. The position will be posted at grade 103 step 30 (\$29,083.68) for the year. The Clerk III position was vacated on June 30th, 2022.

New Position Number effective August 2nd 2022: # 1459
Defunded Position Number: #37

Requesting to fund:

Job Title: Clerk I

Grade: 103

Minimum Step: \$21,640.99

Maximum Step: \$32,220.48

Funding Max Amount: \$29,083.68 (Step 30)

Department Org: 611

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2022-146</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,840,671</u>	<u>8,328</u>	<u>(9,332)</u>	<u>1,839,667</u>
Supplies	<u>44,940</u>	<u>-</u>	<u>-</u>	<u>44,940</u>
Other Services	<u>343,177</u>	<u>52,795</u>		<u>395,972</u>
Capital	<u>41,000</u>	<u>-</u>	<u>-</u>	<u>41,000</u>
Total	<u>2,269,788</u>	<u>61,123</u>	<u>(9,332)</u>	<u>2,321,579</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.28%**

SUMMARY:

As required by Ordinance, the budget amendment defunds the Planner I position in Urban Development that was vacated on July 23, 2022.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-146



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Leonard Papania, Chief Administration Officer
Jeff Bruni, City Attorney
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Planner 1 / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 19th, 2022

The Director of Urban Development is requesting to defund and fund the Planner 1 position effective August 8th, 2022. This position will be vacated on July 23rd, 2022. Please provide a budget amendment to defund/fund the Planner 1 position effective August 8th, 2022. The position will be posted at grade 202 step 19-21 (\$42,133.60-42,967.93). This request is for the August 2nd, 2022 Council Agenda.

New Position Number effective August 8th, 2022: #1460

Defunded Position Number on July 23rd, 2022: #1159

Requesting to fund:

Job Title: Planner 1

Grade: 202

Minimum Step: \$34,936.86

Maximum Step: \$52,016.22

Funding Max Amount: \$42,967.93 (Step 21)

Department Org: 611

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>611</u>	Budget Amendment Number:	<u>2022-146</u>
Department Name	<u>Urban Development</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
<u>Urban Development</u>				
Personnel Services	<u>1,840,671</u>	<u>(1,004)</u>	<u>7,137</u>	<u>1,846,804</u>
Supplies	<u>44,940</u>	<u>-</u>	<u>-</u>	<u>44,940</u>
Other Services	<u>343,177</u>	<u>52,795</u>		<u>395,972</u>
Capital	<u>41,000</u>	<u>-</u>	<u>-</u>	<u>41,000</u>
Total	<u>2,269,788</u>	<u>51,791</u>	<u>7,137</u>	<u>2,328,716</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.60%**

SUMMARY:

As requested by the Urban Development department, the budget amendment funds a replacement Planner I position to replace the Clerk III position vacated on July 23, 2022. .

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-146



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5833

Human Resources
1410 - 24th Avenue
Gulfport, MS 39501

MEMO TO: Leonard Papania, Chief Administration Officer
Jeff Bruni, City Attorney
City of Gulfport Council Members

FROM: Samantha Sherrill, Human Resources Manager

RE: Planner 1 / Urban Development
Ordinance Request & Budget Amendment Request

DATE: July 19th, 2022

The Director of Urban Development is requesting to defund and fund the Planner 1 position effective August 8th, 2022. This position will be vacated on July 23rd, 2022. Please provide a budget amendment to defund/fund the Planner 1 position effective August 8th, 2022. The position will be posted at grade 202 step 19-21 (\$42,133.60-42,967.93). This request is for the August 2nd, 2022 Council Agenda.

New Position Number effective August 8th, 2022: #1460

Defunded Position Number on July 23rd, 2022: #1159

Requesting to fund:

Job Title: Planner 1

Grade: 202

Minimum Step: \$34,936.86

Maximum Step: \$52,016.22

Funding Max Amount: \$42,967.93 (Step 21)

Department Org: 611

Memo

Gulfport Police Department

To: Todd Harmon, Director of Finance
Cc: Adam Cooper, Chief of Police
From: April Gingerella, Grants Manager
Date: July 18, 2022
Re: Budget Amendment

Police Traffic Services

Grant Identifier: PT-2023-PT-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: Janniece James 601-977-3700

Line Item	Amount Awarded	Revenue
214-600400-Overtime	\$15,042.80	
010-214-450100- Revenue		\$15,042.80
Totals	\$15,042.80	\$15,042.80

Please place this item on the next City Council Agenda meeting, so that these funds may be expended according to all local, state and federal regulations.

Your consideration of this request is greatly appreciated.

City of Gulfport

Budget Amendment Request

Fund Name	General	Council Meeting Date:	08/02/22
Department #	214	Budget Amendment Number:	2022-148
Department Name	Police Grants		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
POLICE				
Personnel Services	16,305,505	(811,705)	15,043	15,508,843
Supplies	1,365,113	172,209	-	1,537,322
Other Services	1,981,225	-	-	1,981,225
Capital	142,000	988,525	-	1,130,525
Total	19,793,843	349,029	15,043	20,157,915

Total Budget Amendments as a percentage of the total originally adopted budget	1.84%
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SUMMARY:

At the request of the Police Department, this budget amendment appropriates funds for overtime expenditures that will be reimbursed 100% by grant funds.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment. This will be published along with the prior budget amendment.

Budget Amendment 2022-148

Memo

Gulfport Police Department

To: Todd Harmon, Director of Finance
Cc: Adam Cooper, Chief of Police
From: April Gingerella, Grants Manager
Date: July 18, 2022
Re: Budget Amendment

Alcohol DUI Enforcement (154AL)

Grant Identifier: 154AL-2023-ST-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: Janniece James 601-977-3700

Line Item	Expenses	Revenue
214-600100-Salary	\$50,584.56	
214-600400-Overtime	\$4,650.85	
010-214-450100- Revenue		\$55,235.41
Totals	\$55,235.41	\$55,235.41

Please place this item on the City Council Agenda meeting.

City of Gulfport

Budget Amendment Request

Fund Name	General	Council Meeting Date:	08/02/22
Department #	214	Budget Amendment Number:	2022-149
Department Name	Police Grants		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
POLICE				
Personnel Services	16,305,505	(796,662)	55,236	15,564,079
Supplies	1,365,113	172,209	-	1,537,322
Other Services	1,981,225	-	-	1,981,225
Capital	142,000	988,525	-	1,130,525
Total	19,793,843	364,072	55,236	20,213,151

Total Budget Amendments as a percentage of the total originally adopted budget	2.12%
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SUMMARY:

At the request of the Police Department, this budget amendment appropriates funds for overtime expenditures that will be reimbursed 100% by grant funds.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment. This will be published along with the prior budget amendment.

Budget Amendment 2022-149

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper 

Date: July 19, 2022

Re: Budget Amendment

The following funds. I request your permission to place these funds in the account below.

Check Number (59064) amount of \$8,616.33

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500		8,616.33
Photo & Fingerprint 213-615200	8,616.33	
TOTAL	8,616.33	8,616.33

I appreciate your help. If you have questions, please call.



City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>08/02/22</u>
Department #	<u>213</u>	Budget Amendment Number:	<u>2022-104</u>
Department Name	<u>Police</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	<u>16,305,505</u>	<u>(741,426)</u>	<u>-</u>	<u>15,564,079</u>
Supplies	<u>1,365,113</u>	<u>172,209</u>	<u>8,616</u>	<u>1,545,938</u>
Other Services	<u>1,981,225</u>	<u>-</u>	<u>-</u>	<u>1,981,225</u>
Capital	<u>142,000</u>	<u>988,525</u>	<u>-</u>	<u>1,130,525</u>
Total	<u>19,793,843</u>	<u>419,308</u>	<u>8,616</u>	<u>20,221,767</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.16%**

SUMMARY:

These funds were issued to the City. The Police Department requests permission to place these funds in the above accounts.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

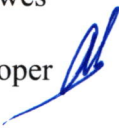
 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2022-104

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: July 19, 2022

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com and I request your permission to place these funds in the account below.

Check number (59063) amount of \$321.09

Line Item	Increase	Increase
Police Revenue 010-502500	321.09	
Forfeiture and Seizure County and Local Shared Capital Outlay – 277-630100		321.09
Total	321.09	321.09

I appreciate your help. If you have any questions, please call.



City of Gulfport

Budget Amendment Request

Fund Name	Forfeit and Seizure	Council Meeting Date:	08/02/22
Department #		Budget Amendment Number:	2022-151
Department Name	Forfeit and Seizure		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenues	40,000	194,165	321	234,486
Total	40,000	194,165	321	234,486
Supplies	2,500	3,261	-	5,761
Other Services	23,500	-	-	23,500
Capital	14,000	190,904	321	205,225
Total	40,000	194,165	321	234,486

Total Budget Amendments
as a percentage of the
total originally adopted budget

486.22%

SUMMARY:

These funds were issued to the City for forfeiture and restitution. The Police Department requests permission to place these funds in the above accounts.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment. This will be published along with the prior budget amendment.

Budget Amendment 2022-151

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: July 19, 2022

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (49808) amount of \$469.00 (GPD cases)

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	\$469.00	
County/Local Shared Revenue 275-493100		\$469.00

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.



City of Gulfport

Budget Amendment Request

Fund Name	Forfeit and Seizure	Council Meeting Date:	08/02/22
Department #		Budget Amendment Number:	2022-152
Department Name	Forfeit and Seizure		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Intergovernmental Revenues	40,000	194,486	469	234,955
Total	40,000	194,486	469	234,955
Supplies	2,500	3,261	-	5,761
Other Services	23,500	-	-	23,500
Capital	14,000	191,225	469	205,694
Total	40,000	194,486	469	234,955

Total Budget Amendments
as a percentage of the
total originally adopted budget

487.39%

SUMMARY:

These funds were issued to the City for forfeiture and restitution. The Police Department requests permission to place these funds in the above accounts.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment. This will be published along with the prior budget amendment.

Budget Amendment 2022-152

MEMORANDUM – CITY OF GULFPORT

Date: JULY 21, 2022

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 August, 2022.

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

MEMORANDUM – CITY OF GULFPORT

Date: JULY 21, 2022

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 3

Parcel 1: 0811G-01-014.000. Lots 15 To 18 Blk 20 Soria City. Awarded To L & M Lawn Care For \$19300.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1514 20th St. (Blackmonky Llc) Case: 8689

Parcel 2: 0911C-01-045.000. Lots 1 To 4 Blk 18 Hewes Add. Awarded To 860 Property Maintenance For \$700.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2500 Hewes Ave. (Bradley Leon Etal) Case: 9276

Parcel 3: 0810E-02-032.000. Lots 12 To 14 Inc Blk 316 North Gulfport Secs 27/28-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$360.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 4417 West Railroad Ave. (Smith Wanda H) Case: 9345

Parcel 4: 0910M-03-014.000. Lots 16 To 18 Blk 24 Myrtle Resurvey. Awarded To Grassmasters Lawn Service Llc For \$500.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2801 Gulf Ave. (Moeini Mohammad) Case: 9489

WARD 4

Parcel 5: 0910J-03-026.000. 0473-0433 Lot 7 Blk 47 Gulfport Bayou View Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$680.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 44 Pass Rd. (Deangelo Michael) Case: 9212

WARD 6

Parcel 6: 0908K-03-051.000. Lot 63 Wildwood Subd Part 1. Awarded To Purposed By Design Lawn Maintenance Llc For \$180.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2303 West Birch Dr. (Brown Martha R) Case: 9097

Parcel 7: 0908O-01-069.000. Lot 109 Pine Hills Subd Part 1. Awarded To Purposed By Design Lawn Maintenance Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2707 George St. (Tolar Terry & Eilermann Janet) Case: 9502

TOTAL: \$ 21,820.00

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 August, 2022, 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 uncleanness 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: 0811G-01-014.000. Lots 15 To 18 Blk 20 Soria City. Awarded To L & M Lawn Care For \$19300.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1514 20th St. (Blackmonky Llc) Case: 8689
- Parcel 2: 0911C-01-045.000. Lots 1 To 4 Blk 18 Hewes Add. Awarded To 860 Property Maintenance For \$700.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2500 Hewes Ave. (Bradley Leon Etal) Case: 9276
- Parcel 3: 0810E-02-032.000. Lots 12 To 14 Inc Blk 316 North Gulfport Secs 27/28-7-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$360.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 4417 West Railroad Ave. (Smith Wanda H) Case: 9345
- Parcel 4: 0910M-03-014.000. Lots 16 To 18 Blk 24 Myrtle Resurvey. Awarded To Grassmasters Lawn Service Llc For \$500.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2801 Gulf Ave. (Moeini Mohammad) Case: 9489
- Parcel 5: 0910J-03-026.000. 0473-0433 Lot 7 Blk 47 Gulfport Bayou View Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$680.00 To Cut & Clean The

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Parcel 7: 0908O-01-069.000. Lot 109 Pine Hills Subd Part 1. Awarded To Purposed By Design Lawn Maintenance Llc For \$100.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 2707 George St. (Tolar Terry & Eilermann Janet) Case: 9502

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 _____, 2022.

(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 _____, 2022.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: JULY 19, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:

Parcel 1: 1010K-01-029.000. Lot 1 Blk 20 Anniston Estates Unit #1. Property Located At 904 Augustine Dr. For Violation Of Remove/Haul Off All Trash & Debris, Repair, Maintenance Or Remove, Correct Unsafe Conditions, Stop Major Repairs Or Dissembl, Park In Approved Location, Remove Clutter And Debris, Remove Oversized Vehicle. (Kuhn Freddie D & Karen) Case: 9826

Parcel 2: 0908L-02-015.020. Lot 27 Wingate Subd Unit 2. Property Located At 143 Faust Dr. For Violation Of Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintenance Or Remove, Remove Clutter And Debris, . (Strickland Rodney & Rose M) Case: 9565

**CODE ENFORCEMENT**

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

July 13, 2022

KUHN FREDDIE D & KAREN
2427 PERKINSTON SILVER RUN RD
PERKINSTON, MS 39573

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010K-01-029.000
904 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
10,000 GVW IN RESIDENTIAL AREA	REMOVE OVERSIZED VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 9826



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

July 13, 2022

KUHN FREDDIE D & KAREN
904 AUGUSTINE DR
GULFPORT, MS 39507

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010K-01-029.000
904 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
10,000 GVW IN RESIDENTIAL AREA	REMOVE OVERSIZED VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 9826



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

July 13, 2022

KUHN FREDDIE D & KAREN
2427 PERKINSTON SILVER RUN RD
PERKINSTON, MS 39573

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010K-01-029.000
904 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
10,000 GVW IN RESIDENTIAL AREA	REMOVE OVERSIZED VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 9826

Jul 13, 2022



**CODE ENFORCEMENT**

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

July 15, 2022

STRICKLAND RODNEY & ROSE M
143 FAUST DR
GULFPORT, MS 39503

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0908L-02-015.020
143 FAUST DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 9565



Jul 15, 2022



Jul 15, 2022



OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINEERING

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

July 19, 2022

Mayor Billy Hewes
Gulfport City Council
Bobby Knesal, Contract Administrator – H2O Innovation Operation & Maintenance, LLC.

**Re: H2O Innovation Operation & Maintenance, LLC. Performance Report for Water & Sewer
Maintenance and Streets & Drainage Maintenance**

Today, we present you with the staff Final Report of the Performance of H2O Innovation Operation & Maintenance, LLC. for the Contracts of Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2021. Retainage has been withheld from each monthly payment to H2O Innovation Operation & Maintenance, LLC. Release of this retainage for FY 2021 is based on the included performance results.

Per contract requirements, H2O Innovation Operation & Maintenance, LLC. shall have 30 days to respond to these findings. The Departments of Public Works and Finance, considering any additional information provided by H2O Innovation Operation & Maintenance, LLC. shall then provide a final recommendation to the Mayor and City Council regarding overall performance and the disbursement of the retained amount. The Gulfport City Council shall make the final determination to release the retainage.

The information contained in this report was completed and approved by the signatures below for their perspective areas.

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

Jeremy Harrison, P.E.
Assistant City Engineer

Mark Kraninger
Streets & Drainage (MS4) Inspector

Brian McKnight
Water & Sewer Inspector

James O'Dell
Safety & Environmental Inspector

J. Tyler Gentry
Assistant Director of Public Works – Operations

Veronica Weaver, M.B.A.
Budget Analyst

Joe Johnson
Streets & Drainage Inspector

Brian Jones
Water & Sewer Inspector



**DEPARTMENT OF PUBLIC WORKS AND
ENGINEERING**

**H2O INNOVATION OPERATIONS &
MAINTENANCE, LLC.**

FY 2021 PERFORMANCE REPORT

**Water & Sewer Maintenance
Streets & Drainage Maintenance**



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1 EXECUTIVE SUMMARY

In October 2011, the City of Gulfport and H2O Innovation Operation & Maintenance, LLC. entered into a new performance based contract for the Operations and Maintenance of Water, Sewer, Streets and Drainage. The total base fee for Year 10 is \$8,269,858.79.

The professional accounting firm of Mauldin & Jenkins, LLC were hired to review the records of the Public Works Department for accuracy with the contract requirements.

1.1 Water & Sewer Maintenance

- Customer Surveys/Satisfaction Rate 95.0 %
- Quality 100.0 %
- Completion % of Requests 100.0 %
- Response/Production Time 98.5 %
- Routine Maintenance 97.0 %

1.2 Streets & Drainage Maintenance

- Customer Surveys/Satisfaction Rate 90.2 %
- Quality 99.2 %
- Completion % of Requests 100.0 %
- Response/Production Time 98.8 %
- Routine Maintenance 100.0 %

Below is a summary of the Retainage Release Results:

Division	Year 10 Cost FY 2021	Retainage (5%)	Retainage Withheld by City	Employee Shortage Reimbursement	Retainage to be Released to H2O Innovation Operation & Maintenance, LLC.
Water & Sewer	\$4,793,859.23	\$239,692.94	\$0.00	\$0.00	\$239,692.94
Streets & Drainage	\$3,475,999.56	\$173,799.96	\$0.00	\$0.00	\$173,799.96
Total	\$8,269,858.79	\$413,492.90	\$0.00	\$0.00	\$413,492.90



2 WATER & SEWER MAINTENANCE

In October 2011, the City of Gulfport and H2O Innovation Operation & Maintenance, LLC. entered into a new performance based contract to operate and maintain the City's Water and Sewer Systems. This new contract features an improved benchmarking process from the previous 2006 contract. The performance based contract identified five (5) main areas to be measured that are shown below:

1. Customer Surveys/Satisfaction Rate
2. Quality
3. Completion % of Requests
4. Response/Production Time
5. Routine Maintenance

Each contract identifies retainage to be withheld from the contractor's monthly payment. The amount withheld is \$239,692.94 during FY 2021 for the Water & Sewer Maintenance Contract. A Benchmark Matrix to Release Retainage was developed to determine the percentage of the retained funds to be paid to the contractor at the end of the fiscal year once the performance measurement was completed. The Matrix and conclusions are shown below:

BENCHMARK MATRIX TO RELEASE \$239,692.94 RETAINAGE FOR FY 2021
PERCENTAGE OF EACH CATEGORY IS SHOWN IN ()

	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90%- 94.9%	95%- 96.9%	97%- 99.9%	100%	Calculated % Passing	TOTAL % RETAINAGE DUE
CUSTOMER SURVEYS/ SATISFACTION RATE (10%)	0%	33%	67 %	100%	100%	100%	100 %	100 %	95.0%	10%
QUALITY (15%)	0%	0 %	10 %	25 %	50%	75%	100%	100%	100.0%	15%
COMPLETION % OF REQUESTS (20%)	0%	0 %	0 %	10 %	25%	50%	75 %	100%	100.0%	20%
RESPONSE/ PRODUCTION TIME (15%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	98.5%	15%
ROUTINE MAINTENANCE (40%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	97.0%	40%
								Overall=98.1%		100%
								TOTAL DUE		\$239,692.94

**The accuracy of the Matrix and retainage to be released was reviewed and approved by the Professional Accounting firm of Mauldin & Jenkins, LLC.*

2.1 Customer Surveys/Satisfaction Rate

Per the contract requirements, the City of Gulfport hired the Professional Accounting firm of *Mauldin & Jenkins, LLC.* to perform two (2) customer satisfaction surveys for completed service requests. By contract, a survey was to be taken annually. These surveys were completed with a representative contacting customers at random by telephone to answer a survey. The sample size selected from the total population provides for a 95% level of confidence with +/- 5% error. The customers contacted were determined by a prorata share of each ward based on the service requests completed. The survey results are listed below:

	Water & Sewer FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013
Ward 1	100.0%	98.4%	98.1%	95.2%	88.1%	90.1%	91.9%	87.8%	97.5%
Ward 2	92.5%	95.7%	97.6%	93.7%	85.0%	90.8%	95.8%	89.3%	94.5%
Ward 3	100.0%	95.1%	100.0%	95.2%	82.8%	81.2%	89.0%	90.9%	92.2%
Ward 4	96.7%	97.0%	97.1%	96.9%	90.9%	86.2%	87.8%	97.6%	93.0%
Ward 5	84.4%	90.7%	100.0%	97.9%	95.5%	85.3%	91.1%	87.2%	98.1%
Ward 6	94.3%	96.4%	98.7%	98.8%	95.1%	80.9%	92.3%	92.0%	90.9%
Ward 7	97.4%	90.9%	98.8%	94.6%	88.3%	92.2%	95.6%	92.7%	98.7%
Total	95.0%	94.9%	98.6%	96.0%	88.5%	86.7%	93.1%	91.1%	95.0%

2.2 Quality for Service Requests

The quality of the work for the service requests was determined by randomly inspecting ten (10) completed service requests each week from October 1, 2020 through September 30, 2021. The inspector, through a random selection process, determined the ten (10) service requests. Quality Inspection included items such as: was problem corrected, clean up, proper construction techniques, and properly documented in Cityworks (work order program).

There were 520 random inspections completed. Zero (0) inspection did not meet the quality contract standards. Therefore, the passing rate is 100.0%. (FY2020 – 100.0%, FY2019- 99.8%, FY2018- 100.0%, FY2017- 99.8%, FY2016 – 99.8%, FY2015 – 99.8%, FY 2014 – 98.9%, FY2013 - 98.7%, FY2012 - 98.8%, FY2011 - 97.8%, FY2010 - 97.5%, FY2009 - 98.3%, FY 2008 – 99.8%, FY2007 – 94.2%, FY2006 – 72.9%, FY2005 – 82.6%, FY2004 - 77.3%)

2.3 Completion Rate of Service Requests

The Completion % of Service Requests was determined by the following formula:

$$= \frac{(\text{\# of Service Requests Completed})}{(\text{\# of Service Requests Received})}$$

The number of requests, net of 0 engineering request, submitted to the Department of Engineering is subtracted from these requests and are not counted against the Contractor. There were 0 service requests submitted to Engineering.

A total of 7,241 Service Requests were received for Water & Sewer. H2O Innovation Operation & Maintenance, LLC. completed 7,352 of these requests. The calculated completion rate is 100.0%. (FY2020 – 100.0%, FY2019- 100.0%, FY2018 – 100.0%, FY2017 – 100.1%, FY2016 – 102.3%, FY2015 – 99.4%, FY2014 – 99.3%, FY2013-100.7%, FY2012-100.3%, FY2011-100.2%, FY2010 – 99.4%, FY2009 – 100.2%, FY2008 – 100.3%, FY2007 -105.0%, FY2006 - 105.5%, FY2005 – 101.5% and FY2004 - 94.3%)

2.4 Response/Production Time of Service Requests

The Response/Production Time was determined by the Inspector during the random weekly inspection of service requests. The total time taken from the date initiated to the time completed was determined. The response time is the time taken to begin construction and the production time is the time taken to complete construction once started. Using the benchmarks for the appropriate type of problem, the inspector determined if the total time required to complete the service request by the Contractor met the standard. Only working days were used to determine time taken. Weekends and holidays were not considered.

There were 520 random inspections completed for service requests. Eight (8) inspections did not meet the Response/Production Time contract standards. Therefore, the passing rate 98.5%. (FY2020 – 99.8%, FY2019- 99.4%, FY2018 – 100.0%, FY2017 – 97.9%, FY2016 – 98.1%, FY2015 – 98.8%, FY2014 – 99.0%, FY 2013 - 99.4%, FY 2012 - 99.2%, FY 2011 - 92.5%, FY 2010 - 91.8%, FY2009 - 98.3%, FY 2008 – 93.1%, FY 2007 – 86.35%, FY 2006 – 90.5%, FY 2005 – 84.3% and FY 2004 - 77.5%)

2.5 Routine Maintenance

The Routine Maintenance for the Water & Sewer Division was divided into three (3) areas: Water Well Maintenance, Lift Station Maintenance, and Cross Connection Program. Routine items are not initiated by a customer, but are ongoing proactive programs. Routine items are items that are to be completed each working day. The inspector determined contract compliance by reviewing the quality and testing standards of the Mississippi Department of Health and Mississippi Department of Environmental Quality and contract benchmarks for each item each working day.

There were a total of 248 working days for routine items. The Contractor did meet contract standards on the number of days as shown below:

	Area	# of Days Not in Compliance	% of Days Not in Compliance	% of Schedule Completed	Total %
1	Water Well Maintenance	0	0%	100%	100%
2	Lift Station Maintenance	0	0%	100%	100%
3	Fire Hydrant Maintenance (see below explanation)	0	0%	88.0%	88.0%
4	Cross Connection Control Program	0	0%	100%	100%
				Average	97.0%

Each area counts equally toward determining the overall percentage passing. The results are shown below:

- *Water Well Maintenance* – Water Well systems and sites as well as Water Tank sites were maintained satisfactorily. The 2021 Annual Drinking Water Quality Report indicated there were no violations. The annual Mississippi Department of Health Drinking Water Supply inspection was performed and the results are shown below (5.0 is a perfect grade). The scores received from the Health Department were averaged for Original Gulfport and Orange Grove Water Systems then divided by 5.0 and then subtracted from 100% to compute the total percentage of water well maintenance deficiency. The scores indicated in the MSDH report were adjusted because of failures due to circumstances outside of the Contractor's control concerning routinely reviewing and adjusting water rates.

System	MSDH Score	Adjusted Score
Original Gulfport-#0240003	5.0 of 5.0= 100%	5.0/5.0= 100%

- *Lift Station Maintenance* - Sewer Lift Station sites were maintained satisfactorily.
- *Fire Hydrant Maintenance* – Fire hydrants should be repaired at a rate of four (4) repairs per day or (2) replacements per week. There were 15 replacements completed and 20 repairs made. We are allowing three (3) weeks miscellaneous off days and 39 weeks off for working on various water projects. For 10 weeks, this equates to a 88.0% pass rate.
- *Cross Connection Control Program* – This program is being completed satisfactorily.

2.6 Equipment Availability

Per contract requirement, the City of Gulfport shall provide equipment to the Contractor at a rate of 90%. The Contractor may request to rent equipment, if equipment is needed to fulfill their contract obligations.

This equipment availability was considered by the staff when determining passing rates for the Contractor. The availability rate for FY2021 was 86.4%

2.7 Inventory

Per Contract requirements, the Contractor shall reimburse the City for missing materials. In October 2021 the Department of Public Works staff performed an inventory count of materials with Utility Partners staff present. The materials are used for both Streets & Drainage and Water & Sewer Divisions. The *Cityworks* computerized work order management system has an inventory module (*Storeroom*) that was purchased and installed in June 2004. This program is used to manage the inventory and also compare materials recorded on work orders vs. materials purchased. The accuracy rating resulting from this inventory was 95.8%. An acceptable industry standard would be 95%-100%. Therefore, the inventory passed the accuracy level.

2.8 Construction Crews

In October 2011, the City of Gulfport funded four (4) construction crews for Utility Partners. The staff completed a feasibility assessment of these crews for the Water & Sewer Division. The study focused on comparing the work completed by H2O Innovation Operation & Maintenance, LLC. crews using City equipment and materials vs. paying an outside contractor for a complete job. Current bid prices were used. The results are listed below:

H2O Innovation Operations & Maintenance

Labor (12 months)	\$ 498,679.89
Materials	\$ 177,003.78
Equipment	\$ 206,223.50
Total H2O	\$ 881,907.17

Repair & Replacement Contractor **\$ 856,385.00**

Difference **(\$25,522.17)**

Listed below is a summary of prior year's construction crew comparison:

Year	Contractor Name	In-House Contractor Cost	Unit Price Contractor Cost	Difference Saved/(Cost)	% of Difference
2012	Utility Partners	\$1,066,482.72	\$1,097,322.50	\$30,839.78	2.9%
2013	Utility Partners	\$ 1,542,450.53	\$1,639,751.96	\$97,301.43	6.3%
2014	Utility Partners	\$1,267,280.25	\$1,473,569.25	\$206,289.00	14%
2015	Utility Partners	\$1,417,811.40	\$1,944,541.15	\$526,729.75	27.1%
2016	Utility Partners	\$1,306,328.18	\$1,655,345.00	\$349,016.82	21.1%
2017	Utility Partners	\$1,299,872.24	\$1,630,986.50	\$311,114.26	20.3%
2018	Utility Partners	\$1,554,093.75	\$1,799,073.20	\$244,979.45	13.6%
2019	Utility Partners	\$1,557,764.05	\$2,056,836.10	\$479,072.05	23.3%
2020	Utility Partners	\$1,254,662.28	\$1,406,923.00	\$152,260.72	10.8%
2021	H2O Innovation Operations & Maintenance	\$881,907.17	\$856,385.00	(\$25,522.17)	(3.0%)

2.9 Equipment Damage

Per the Contract requirements, the Contractor shall reimburse the City of Gulfport for damage to equipment due to operator negligence. There were 18 instances in the Water and Sewer Division that the Contractor was required to pay for damaged equipment. For FY 2021, the equipment damage cost was \$19,732.86.

Per Contract requirements, on or after ten (10) days from date of loss, H2O Innovation Operation & Maintenance, LLC. shall be responsible to obtain use at its expense of rental or other available equipment until either the claim is settled or the vehicle is repaired or replaced.

ID NUMBER	MISHAP DATE	OPERATOR	DAMAGE DESCRIPTION	RESPONSIBILITY	COST	STATUS
7060	10/13/2020	Tony Mourning	POV backed up and struck the truck #7060.	H2O Innovations	\$842.09	Paid
2388	11/29/2020	David Smith	Struck a POV and bent the front bumper, and the water spray bar.	H2O Innovations	\$1,387.92	Paid
7044	1/6/2021	Zack Balins	10" PVC was not tied down and slid forward from pipe rack and struck the hood.	H2O Innovations	\$1,541.10	Paid
7063	1/8/2021	John Smith	POV struck Truck #7063 a hit and run incident. Repair completed on tool box in house.	H2O Innovations	\$0.00	Paid
7059	3/5/2021	Dennis Battle	Made a sharp turn with a trailer and hauling 20' of pipe and the pipe struck the tool bin.	H2O Innovations	\$1,665.23	Paid
2472	3/19/2021	Nelson Saucier	Backed into a plastic optic cable pole causing minor damage to rear right fender.	H2O Innovations	\$1,009.44	Paid
7059	4/9/2021	Dennis Battle	An accident happened in a parking lot causing a large dent on the passenger side.	H2O Innovations	\$835.24	Paid
Herc Truck #3	4/23/2021	Shawndell Linn	POV Struck driver side rear panel.	H2O Innovations	\$846.62	Paid

1970	4/27/2021	Chadwick Robertson	POV struck a light pole and pole fell on left front panel and hood. POV driver's insurance paid for the repair.	H2O Innovations	\$0.00	Paid
7045	5/4/2021	Andrew Ladner	Struck a curb and damage the wheel and rim on trailer	H2O Innovations	\$341.33	Paid
2376	5/6/2021	Dennis Battle	Truck 7060 struck the door and damage the door on Truck 2376.	H2O Innovations	\$1,763.63	Paid
7060	5/6/2021	John Blandino	Truck 7060 struck the door on Truck 2376 and damaged the back right door.	H2O Innovations	\$0.00	Paid
7021	6/10/2021	John Garrison	Struck a tree limb breaking the glass	H2O Innovations	\$121.78	Paid
7054	7/20/2021	Jeff Anderson	Backed into a steel bollard and there was damage to rear bumper	H2O Innovations	\$1,135.06	Paid
7020	8/6/2021	Davian Chapman	Struck a steel bollard and there was damage to the front left bumper.	H2O Innovations	\$2,831.97	Paid
7042	8/23/2021	Zack Balins	Mr. Balins was driving Truck #7044 and pulled into a parking spot and struck a open door on. Truck #7042 Completed in house.	H2O Innovations	\$0.00	Paid
7052	9/13/2021	Lyle Smith	Struck a parked trailer causing damage to the right rear side panel and bumper.	H2O Innovations	\$4,411.61	Paid
2361	9/15/2021	Ronald Kinchen	Struck a curb and damage the wheel and rim.	H2O Innovations	\$999.84	Paid

2.10 Personnel Shortages Reimbursement

The FY 2011 contract with H2O Innovation Operation & Maintenance, LLC. set minimum staffing levels. The City shall be reimbursed for at a rate of 1.5 times per hour for the minimum rate of each vacant position after 30 days for "Key and Essential Personnel" and 15 days for all others. There were one (1) vacant Water and Sewer Division positions during the FY 2010 Contract. **This was paid on the monthly invoices.**

Division	Name	Position	Dates	Days Vacant (Past Limit)	Hours Vacant	Hourly Rate	Rate * 50%	Total

2.11 Other Services and Comments

Past Years' Comparison-Overall performance rating from prior years to current is illustrated in the table below:

Contract Year	Performance %
2005	93.1%
2006	90.0%
2007	95.2%
2008	82.3%
2009	96.3%
2010	95.1%
2011	95.5%
2012	98.5%
2013	99.2%
2014	98.7%
2015	99.0%
2016	98.4%
2017	98.2%
2018	99.6%
2019	98.7%
2020	99.5%
2021	98.1%

3 STREETS & DRAINAGE MAINTENANCE



In October 2011, the City of Gulfport and H2O Innovation Operation & Maintenance, LLC. entered into a new performance based contract to operate and maintain the City's Streets & Drainage Systems. This new contract features an improved benchmarking process from the previous 2006 contract. The performance based contract identified five (5) main areas to be measured that are shown below:

1. Customer Surveys/Satisfaction Rate
2. Quality
3. Completion % of Requests
4. Response/Production Time
5. Routine Maintenance

Each contract identified retainage to be withheld from the contractor's monthly payment. This amount is \$173,799.96 during FY 2021 for the Streets & Drainage Maintenance Contract. A Benchmark Matrix to Release Retainage was developed to determine the percentage of the retained funds to be paid to the contractor at the end of the fiscal year once the performance measurement was completed. The Matrix and conclusions are shown below:

**BENCHMARK MATRIX TO RELEASE \$173,799.96 RETAINAGE FOR FY 2021
PERCENTAGE OF EACH CATEGORY IS SHOWN IN ()**

	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90%- 94.9%	95%- 96.9%	97% - 99.9%	100%	Calculated % Passing	TOTAL % RETAINAGE DUE
CUSTOMER SURVEYS/ SATISFACTION RATE (10%)	0%	33%	67 %	100%	100%	100%	100 %	100 %	90.2%	10%
QUALITY (15%)	0%	0 %	10 %	25 %	50%	75%	100%	100%	99.2%	15%
COMPLETION % OF REQUESTS (20%)	0%	0 %	0 %	10 %	25%	50%	75 %	100%	100.0%	20%
RESPONSE/ PRODUCTION TIME (15%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	98.8%	15%
ROUTINE MAINTENANCE (40%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	100% (Adj.)	40%
									Overall=98.7%	100%
									TOTAL DUE	\$173,799.96

**The accuracy of the Matrix and retainage to be released was reviewed and approved by the Professional Accounting firm of Mauldin & Jenkins, LLC.*

3.1 Customer Surveys/Satisfaction Rate

Per the Contract requirements, the City of Gulfport hired the Professional Accounting firm of *Mauldin & Jenkins, LLC* to perform two (2) customer satisfaction surveys for completed service requests. By contract, a survey was to be taken annually. These surveys were completed with a representative contacting customers at random by telephone to answer a survey. The sample size selected from the total population provides for a 95% level of confidence with +/- 5% error. The customers contacted were determined by a prorata share of each ward based on the service requests completed. The survey results are listed below:

	Streets & Drainage FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013
Ward 1	93.5%	89.7%	97.2%	79.4%	98.7%	89.1%	86.6%	90.3%	97.7%
Ward 2	87.8%	94.0%	98.4%	100.0%	90.7%	88.7%	82.0%	85.9%	89.1%
Ward 3	91.7%	93.8%	96.7%	96.6%	92.6%	87.7%	80.4%	97.0%	95.7%
Ward 4	94.6%	86.4%	97.5%	96.2%	90.3%	93.8%	89.0%	94.2%	91.3%
Ward 5	88.0%	100.0%	93.6%	96.5%	91.5%	92.3%	97.8%	81.6%	96.0%
Ward 6	82.6%	92.1%	95.6%	90.0%	95.4%	91.6%	85.3%	95.1%	93.2%
Ward 7	93.6%	94.2%	99.2%	97.8%	88.7%	74.1%	90.6%	79.5%	98.6%
Total	90.2%	92.9%	96.9%	93.8%	94.5%	88.8%	86.5%	89.1%	93.1%

3.2 Quality for Service Requests

The quality of the work for the service requests was determined by randomly inspecting ten (10) completed service requests each week from October 1, 2020 through September 30, 2021. The inspector, through a random selection process, determined the ten (10) service requests. Quality Inspection included items such as: was problem corrected, clean up, proper construction techniques, and properly documented in CityWorks (work order program).

During a fiscal calendar year, 520 Street & Drainage service requests are selected and inspected. The fiscal year begins October 2020 and ends September 2021. Four (4) inspections did not meet the quality contract standards. Therefore, the passing rate is 99.2%. (FY2020 – 99.8%, FY 2019 – 99.2%, FY 2018 – 99.6%, FY 2017 – 100%, FY2016 - 100%, FY2015 - 100%, FY2014 - 99.6%, FY2013 - 99.6%, FY2012 - 99.8%, FY2011 - 99%, FY2010 - 97.3%, FY2009 - 98.2%, FY 2008 – 95.5%, FY 2007 – 96.3%, FY 2006 – 93.5%, FY 2005 – 92.1%, FY 2004 – 86.9%)

3.3 Completion Rate of Service Requests

The Completion % of Service Requests was determined by the following formula:

$$= \frac{(\text{\# of Service Requests Completed})}{(\text{\# of Service Requests Received})}$$

The number of requests, net of 0 engineering request, submitted to the Department of Engineering is subtracted from these requests and are not counted against the Contractor. There were 0 service requests submitted to Engineering.

A total of 6,718 service requests were received for Streets & Drainage. This total is 2,663 service requests above the five (5) year average. The total used for this report will be the difference of these numbers for a total of 4,055. H2O Innovation Operation & Maintenance, LLC. completed 5,358 of these requests. The calculated completion rate is 100.0%. (FY 2020 – 100.0%, FY 2019 – 100.0%, FY2018 – 100.0%, FY2017 – 102.0%, FY2016 – 103.2%, FY2015 – 104.4%, FY2014 – 103.7%, FY2013 – 105.0%, FY2012 – 100.5%, FY2011 - 107.4%,FY2010 - 100.4%,FY2009 - 103.5%, FY 2008 – 102.6%, FY 2007 – 104.6%, FY 2006 – 89.3%, FY 2005 – 96.7% and FY 2004 - 92.3%)

3.4 Response/Production Time of Service Requests

The Response/Production Time was determined by the Inspector during the random weekly inspection of service requests. The total time taken from the date initiated to the time completed was determined. The response time is the time taken to begin construction and the production time is the time taken to complete construction once started. Using the benchmarks for the appropriate type of problem, the inspector determined if the total time required to complete the service request by the Contractor met the standard. Only working days were used to determine time taken. Weekends and holidays were not considered.

There were 520 random inspections completed for service requests. Six (6) inspection did not meet the Response/Production Time contract standards. Therefore, the passing rate is 98.8%. (FY2020 – 98.7%, FY 2019 – 98.5%, FY2018 – 99.8%, FY2017 – 99.6%, FY2016 - 100%, FY2015 – 99.8%, FY2014 – 99.8%, FY2013 - 99.8%, FY2012 - 99.8%, FY2011 - 90%,FY2010 - 98.3%, FY2009 - 97.6%, FY 2008 – 93.2%, FY 2007 – 94.4%, FY 2006 – 84.1%, FY 2005 – 85.1% and FY 2004 - 81.5%)

3.5 Routine Maintenance

The Routine Maintenance for the Streets & Drainage Division was divided into four (4) areas: Ditch Cleaning, Street Sweeping, Pot Hole Patching, and Grass Cutting. Routine items are not initiated by a customer but are ongoing proactive programs. Routine items are items that are to be completed each working day. The inspector determined contract compliance by reviewing the quality and production time according to the benchmark schedule for each item each working day.

There were a total of 248 working days for routine items. The Contractor did not meet contract standards on the number of days as shown below:

	Area	# of Days Not in Compliance	% of Days Not in Compliance	% of Schedule Completed	Total FY 2021	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014
1	Ditch Cleaning Priority A – 40% Priority B – 30%	0	0%	70% + 30% allowance	100% (Adj.)	98%	97%	97%	100%	100%	100%	100%
2	Street Sweeping	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Pot Hole Patching	0	0%	100%	100% (Adj.)	77.7% (Adj.)	97.6% (Adj.)	91.5% (Adj.)	100%	100%	100%	100%
4	Grass Cutting	0	0%	100%	100% (Adj.)	100% (Adj.)	100%	100%	100%	100%	100%	100%
5	Weed Trimming & Sidewalk Cleaning	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
				Average	100%	95.1%	98.9%	97.7%	100%	100%	100%	100%

Each area counts equally toward determining the overall percentage passing. The results are shown below:

1. *Routine Ditch Cleaning* – Ditch Cleaning is based on completion of the Ditch Maintenance Schedule. This schedule is divided into three (3) priorities. Priority A ditches are large size 200 cfs or greater. Priority B ditches are medium size, 100-200 cfs. Priority C ditches are all others smaller than 100 cfs. Quality has been satisfactory. Daily requirement per crew is being met. Annual requirement was met. 40% of the Priority A ditches were cleaned. 30% of the Priority B ditches were cleaned. Environmental permitting and lack of easements have also restricted the ability to clean all of the Priority A & B ditches. The staff has included a 30% allowance for these large ditches that H2O Innovation did not have access or permits to maintain. The pass rate for this item is 98%; however, Per Section 6.05.M.4(b) of the “PROFESSIONAL SERVICES CONTRACT FOR THE OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEM FOR THE CITY OF GULFPORT”, if failure to provide equipment at a rate of 90% availability causes or contributes to Operator’s failure to achieve benchmark standards,

the deficiency shall not be measured negatively against the Operator. The equipment availability rate for FY 2021 was 86.4% as stated in Section 3.6 of the "Department of Public Works and Engineering H2O Innovation Operations & Maintenance, LLC. FY 2021 Performance Report." Therefore the pass rate for this item is 100%.

2. *Routine Street Sweeping* – 100% of the streets have been swept in the City for FY 2021 for the entire year. Therefore, the pass rate for this item is 100%.
3. *Routine Pothole Patching* – In FY2021, the new contract with Utility Partners included four (4) pothole patching crews. Two (2) of these crews routinely patch streets, such as covering each street in the City in its entirety. Two (2) of the crews patch potholes as a result of requests from customers.

If these crews have completed all service requests, then they work on covering an entire street. In FY2021, 77.7% (Adjusted) of the City Streets were patched by these four (4) crews; however, per Section 6.05.M.4(b) of the "PROFESSIONAL SERVICES CONTRACT FOR THE OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEM FOR THE CITY OF GULFPORT", if failure to provide equipment at a rate of 90% availability causes or contributes to Operator's failure to achieve benchmark standards, the deficiency shall not be measured negatively against the Operator. The equipment availability rate for FY 2021 was 86.4% as stated in Section 3.6 of the "Department of Public Works and Engineering H2O Innovation Operations & Maintenance, LLC. FY 2021 Performance Report." Therefore the pass rate for this item is 100%.

4. *Routine Grass Cutting* – Grass cutting season typically is from March to November each year. By Contract, H2O Innovation Operation & Maintenance, LLC. was to cut the areas on the schedule once every six (6) weeks. A program to control or cut the grass cutting around power poles, bridge guard rails, fire hydrants, and utility poles was addressed as required. Since the City has taking over the property around the airport and the CSX Railroad Right of Way, we are now on an ten (10) week schedule. All the assigned areas were maintained. Therefore, the pass rate for this item is 100% (Adjusted).
5. *Routine Weed Trimming & Sidewalk Cleaning* – 100% of the sidewalks have been trimmed in the City for FY2021 for the entire year. Therefore the pass rate for this item is 100%.

3.6 Equipment Availability

Per Contract requirement, the City of Gulfport shall provide equipment to the Contractor at a rate of 90%. The Contractor may request to rent equipment, if equipment is needed to fulfill their contract obligations.

This equipment availability was considered by the staff when determining passing rates for the Contractor. The availability rate for FY2021 was 86.4%

3.7 Inventory

Per Contract requirements, the Contractor shall reimburse the City for missing materials. In October 2021 the Department of Public Works staff performed an inventory count of materials with H2O Innovation Operation & Maintenance, LLC. staff present. The materials are used for both Streets & Drainage and Water & Sewer Divisions. The *CityWorks* computerized work order management system has an inventory module (*Storeroom*) that was purchased and installed in June 2004. This program is used to manage the inventory and also compare materials recorded on work orders vs. materials purchased. The accuracy rating resulting from this inventory was 95.8%. An acceptable industry standard would be 95%-100%. Therefore, the inventory passed the accuracy level.

3.8 Construction Crews

In October 2012, the City of Gulfport funded one (1) construction crews for H2O Innovation Operation & Maintenance, LLC. The staff completed a feasibility assessment of these crews for the Streets & Drainage Division. The study focused on comparing the work completed by Utility Partners crews using City equipment and materials vs. paying an outside contractor for a complete job. Current bid prices were used. The results are listed below:

H2O Innovation Operations & Maintenance

Labor (12 months)	\$170,986.46
Materials	\$112,416.50
Equipment	\$63,706.31

Total H2O **\$347,109.27**

Repair & Replacement Contractor **\$354,350.00**

Difference **\$7,240.73**

Listed below is a summary of prior year's construction crew comparison:

Year	Contractor Name	In-House Contractor Cost	Unit Price Contractor Cost	Difference Saved/(Cost)	% of Difference
2012	Utility Partners	\$394,273.00	\$420,877.90	\$26,604.90	6.7%
2013	Utility Partners	\$435,033.45	\$555,626.67	\$120,593.22	27.7%
2014	Utility Partners	\$335,281.94	\$443,428.76	\$108,146.82	24%
2015	Utility Partners	\$148,032.19	\$181,482.58	\$33,450.39	18%
2016	Utility Partners	\$399,166.88	\$432,625.75	\$33,458.87	8%
2017	Utility Partners	\$430,507.84	\$535,446.96	\$104,939.12	20%
2018	Utility Partners	\$394,571.16	\$407,027.40	\$12,456.24	3%
2019	Utility Partners	\$390,131.81	\$468,560.00	\$78,428.19	16.7%
2020	Utility Partners	\$414,501.98	\$437,791.09	\$23,289.11	5%
2021	H2O Innovation Operation & Maintenance, LLC.	\$347,109.27	\$354,350.00	\$7,240.73	3%

3.9 Equipment Damage

Per the Contract requirements, the Contractor shall reimburse the City of Gulfport for damage to equipment due to operator negligence. There were 12 instances in the Streets and Drainage Division that the Contractor was required to pay for damaged equipment. The total cost to date is \$5,955.36.

Per Contract requirements, on or after ten (10) days from date of loss, H2O Innovation Operation & Maintenance, LLC. shall be responsible to obtain use at its expense of rental or other available equipment until either the claim is settled or the vehicle is repaired or replaced.

ID NO.	MISHAP DATE	OPERATOR	DAMAGE DESCRIPTION	RESPONSIBILITY	COST	STATUS
7048	10/7/2020	King May	Damage to front bumper Operator does not know how it happened.	Utility Partners, LLC	\$196.45	Paid
3589	2/8/2021	Richard Floyd	Operating weed eater and rock struck the rear window.	H2O Innovations	\$306.64	Paid
1167	2/16/2021	Wendell Daniels	Back into Dump Truck #3580 causing damage to right rear taillight and fender.	H2O Innovations	\$710.00	Paid
3546	3/5/2021	King May	Grabbing claw slipped off the tree stump and struck passenger side cab.	H2O Innovations	\$929.20	Paid
3585	4/19/2021	Darryl Holloway	Back window broke from debris from gas power weed eater.	H2O Innovations	\$192.60	Paid
3566	4/21/2021	Robert Inglis	Driving tractor over a cut across on road way and broke the front right glass panel.	H2O Innovations	\$175.14	Paid
2426	4/24/2021	Andrew Devries	POV struck the right rear corner panel and bumper.	H2O Innovations	\$2,541.80	Paid
27738	7/16/2021	Eddie Dixon Sr.	Struck an object while cutting and broke the back wheel.	H2O Innovations	\$431.79	Paid
1143	8/17/2021	Wendell Danies	Backing up and struck Trailer # 7036 and damage to right rear tires, repaired in house.	H2O Innovations	\$0.00	Paid
2362	9/2/2021	Jasper Fernandez	Off-loading a 6" hose and slipped out of hands struck the front windshield.	H2O Innovations	\$235.40	Paid
3569	9/14/2021	Henry Taylor	Struck a unknown object damage to a	H2O Innovations	\$187.25	Paid

			wheel and rim on a Box Trailer			
3550	9/24/2021	Hilding Nordstrom	Swung the side arm too close to the rear tire knocking the hydraulic line.	H2O Innovations	\$49.09	Paid

3.10 Personnel Shortages Reimbursement

The FY 2011 contract with H2O Innovation Operation & Maintenance, LLC. set minimum staffing levels. The City shall be reimbursed for at a rate of 1.5 times per hour for the minimum rate of each vacant position after 30 days for "Key and Essential Personnel" and 15 days for all others. There were zero (0) vacant Streets and Drainage Division positions during the FY 2021 Contract. This was paid on the monthly invoices.

Division	Name	Position	Dates	Days Vacant (Past Limit)	Hours Vacant	Hourly Rate	Rate * 50%	Total

3.11 Other Services and Comments

Past Years' Comparison-Overall performance rating from prior years to current is illustrated in the table below:

Contract Year	Performance %
2005	88.3%
2006	86.8%
2007	96.3%
2008	96.4%
2009	97.1%
2010	94.7%
2011	91.1%
2012	97.4%
2013	99.2%
2014	98.8%
2015	98.6%
2016	98.9%
2017	99.4%
2018	98.4%
2019	98.9%
2020	97.1%
2021	98.7%

WATER/SEWER

*QUALITY FOR SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
0 Failed
 $((520-0)/520) = 100\%$ Passed

*COMPLETION RATE OF SERVICE REQUESTS

Opened	7,241
Engineering	<u>0</u>
	7,241 Total Opened for H2O
Closed	7,352
Engineering	<u>0</u>
	7,352 Total Closed for H2O
Closed	<u>7,352</u> = 101.5% Closed
Opened	7,241

*RESPONSE/PRODUCTION TIME OF SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
8 Failed
 $((520-8)/520) = 98.5\%$ Passed

*ROUTINE MAINTENANCE

52 weeks – 3 weeks off (misc. off time) – 39 weeks off (various water projects) = 10 weeks available

(Benchmark is 2 Replacements/ week)	11 Replacements = $11/2$ = 5.5 weeks
(Benchmark is 4 Repairs/day or 20/week)	62 Repairs = $62/20$ = 3.1 week
(Benchmark is 1/day or 5/week)	1 Valves = $1/5$ = 0.2 weeks
	<u>(8.8 weeks)</u> = 88.0%
	(10)

Water Well Maintenance = 100%
Lift Station Maintenance = 100%
Cross Connection Control Program = 100%

$88\% + 100\% + 100\% + 100\% = 388/4 = 97.0\%$

*OVERALL

$95.0\%(.10) + 100\%(.15) + 100.0\%(.20) + 98.5\%(.15) + 97.0\%(.40) = 98.1\%$

Service Request Progress Sheet

10/1/2020 12:00:00AM to 9/30/2021 11:59:59PM

	<u>10/1/20</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/21</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
INSTALL DROP IN AMR WATER METER	15	350	357	8	8	0	0
WATER HAS A BAD TASTE		5	4	1	1	0	0
METER NOT WORKING	2	23	25	0	0	0	0
METER NOT WORKING - BROKEN REGISTER		12	11	1	1	0	0
CAMERA SEWER LINES		3	2	1	1	0	0
FIRE HYDRANT BROKEN	6	13	19	0	0	0	0
FIRE HYDRANT LEAK	1	44	44	1	1	0	0
WATER INSTALL DROP IN - YARD - AMR METER	1	82	81	2	2	0	0
INSTALL SEWER CLEAN OUT		5	3	2	2	0	0
INSTALL NEW VALVE	5	31	36	0	0	0	0
INSTALL WATER MAIN	20	1	20	1	1	0	0
INSTALL WATER METER	1	42	43	0	0	0	0
INSTALL SEWER MAIN	29	4	31	2	2	0	0
INSTALL NEW SEWER TAP	18	64	55	27	27	0	0
INSTALL YARD METER	3	23	26	0	0	0	0
LIFT STATION MAINTENANCE		3	3	0	0	0	0
LIFT STATION OUT		3	3	0	0	0	0
LIFT STATION IS OVER FLOWING		5	5	0	0	0	0
LOCATE SERVICE CUT OFF	3	61	63	1	1	0	0
LOCATE SEWER LINE		3	3	0	0	0	0
MANHOLE BROKEN	3	64	66	1	1	0	0
MANHOLE LID / COVER MISSING	7	46	52	1	1	0	0
METER IS LEAKING	8	282	289	1	1	0	0
METER NEEDS ADJUSTING	4	55	57	2	2	0	0
METER BOX BROKEN/MISSING COVER	12	292	302	2	2	0	0
NO WATER	5	260	263	2	2	0	0
RAISE VALVE BOX	1	1	2	0	0	0	0
REPLACE SEWER CLEAN OUT/CAP	3	178	173	8	8	0	0
REPLACE VALVE BOX/LID	1	5	6	0	0	0	0
WATER & SEWER SERVICE VERIFICATION REQUES	3	735	738	0	0	0	0
SEWER IS STOPPED UP / BACKED UP	4	1772	1771	5	5	0	0
SEWER LINE CAVED IN	45	399	335	109	109	0	0
SEWER IS LEAKING	2	24	26	0	0	0	0
DRESS UP AREA	14	62	72	4	4	0	0
SMOKE TEST SEWER LINES	1	10	11	0	0	0	0
TEST HYDRANT FLOW		7	7	0	0	0	0
TURN WATER OFF	3	278	281	0	0	0	0
TURN WATER ON	4	40	44	0	0	0	0
WATER BILLING PROBLEM		1	1	0	0	0	0
WATER IS DIRTY OR BROWN		202	202	0	0	0	0
WATER LEAK	71	1354	1411	14	14	0	0
WATER MAIN BREAK		53	50	3	3	0	0
WATER METER RECONNECT	1	56	53	4	4	0	0
WATER HAS STRANGE ODOR	2	47	49	0	0	0	0
WATER PRESSURE IS LOW	3	114	117	0	0	0	0
NEW WATER TAP	8	68	75	1	1	0	0
DRESS UP AREA	7	59	65	1	1	0	0

	<u>10/1/20</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/21</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
	316	7241	7352	205	205	0	0

Of these requests, the following have been submitted to Engineering:

Engineering	0
<i>Total Engineering:</i>	0
Total Water Billing:	0
Total:	205



Note:

- Some quality may be just quality.
- Some quality may be just paperwork.
- Some quality may be a combination.

The total quality entry reflects work orders that had a failure due to quality of work that may or may not have included

The total quality entry reflects work orders that had a failure due to quality of work that may or may not have included





OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINEERING

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

To: Wayne Miller

From: Brian Jones

Date: October 1, 2021

Subject: Lift Station Performance Review for FY2021

1. I have reviewed the Lift Station Operating Procedures, visited random lift stations and reviewed approximately ten percent of their files. The following are my findings:
 - a. Lift Station routes have been completed in accordance with current lift station contract requirements.
 - b. Lift Station general maintenance have been performed on an as needed basis. I have checked the following. All inspections passed, no discrepancies were noted.
 - i. Grease buildup in wet pit
 - ii. Grass cutting/grounds maintenance
 - iii. General material condition of control panel/wet pit/valve pit and other apparatuses
 - iv. Testing of emergency pumps and generators
 - v. General cleanliness of buildings, where applicable
 - vi. Performed system upgrades where applicable
 - c. Nineteen lift stations were reviewed. Proper documentation of routine maintenance, corrective maintenance and pump changes are properly maintained.
 - d. Where available, the records contained "As Built" information related to that specific lift station. No discrepancies noted.
 - e. Confined Space Entry reports were reviewed with no discrepancies noted.
2. Wastewater Bypass/Overflow reports are maintained.
3. I find the Lift Station Division to be in compliance with the current contract.

Listed below is inventory data pertaining to the lift stations/Scada system maintained by H2O Innovation:

Fiscal Year	# of Lift Stations	% increase/decrease-Lift Stations	# of Scada Systems	% increase/decrease-Scada Systems
2007	132	-	26	-
2008	156	18%	100	284%
2009	164	5%	125	25%
2010	166	1%	125	0%
2011	168	1%	137	10%
2012	183**	8.9%	159	16%
2013	183**	0	159	0
2014	185	1%	164	3%
2015	182	1.62%	163	.61%
2016	183	0.55%	173	6.13%
2017	190	3.83%	177	2.31%
2018	190	0	177	0
2019	191	0.52%	178	0.56%
2020	191	0	181	1.69%
2021	183	4.19%	178	1.66%

***This includes 15 Liftstations owned by Harrison County Utility Authority and maintained by H2O Innovation.

FY 2021 FIRE HYDRANT SUMMARY

WEEK	FY2021	REPAIRED	REPLACED	INSERTA VALVE	NEW	VALVE
1	9/28					
2	10/5					
3	10/12					
4	10/19	CREW WAS ASSISTING WITH WATER METER READING AND VARIOUS WATER AND SEWER PROJECTS				
5	10/26					
6	11/2					
7	11/9					
8	11/16					
9	11/23					
10	11/30					
11	12/7					
12	12/14	0	0	1	0	0
13	12/21					
14	12/28					
15	1/4					
16	1/11					
17	1/18					
18	1/25	CREW WAS ASSISTING WITH WATER METER READING AND VARIOUS WATER AND SEWER PROJECTS				
19	2/1					
20	2/8					
21	2/15					
22	2/22					
23	3/1					
24	3/8					
25	3/15					
26	3/22					
27	3/29					
28	4/5	0	1	0	0	0
29	4/12					
30	4/19	0	1	0	0	0
31	4/26	0	1	0	0	0
32	5/3					
33	5/10	20	0	0	0	0
34	5/17	10	0	0	0	0
35	5/24	2	0	0	0	0
36	5/31	15	0	0	0	0
37	6/7	6	0	0	0	0
38	6/14					
39	6/21	CREW WAS ASSISTING WITH VARIOUS WATER AND SEWER PROJECTS				
40	6/28					
41	7/5					
42	7/12	4	0	0	0	0
43	7/19	5	0	0	0	0
44	7/26	0	1	0	0	0
45	8/2	0	0	0	1	1
46	8/9	0	2	0	0	0
47	8/16	0	1	0	0	0
48	8/23	0	1	0	0	0
49	8/30	0	1	0	0	0
50	9/6					
51	9/13	CREW WAS ASSISTING WITH VARIOUS WATER AND SEWER PROJECTS				
52	9/20					
53	9/27					
TOTALS		62	9	1	1	1



DEPARTMENT OF PUBLIC WORKS

From: Brian Mcknight, Public Works,
Water and Sewer Inspector
To: Wayne Miller, Public Works Director

4050 Hewes Ave.
Gulfport, MS 39507
Phone: 228-868-5740
Fax: 228-214-2238

WATER WELL PERFORMANCE REVIEW FOR FISCAL YEAR 2021

The following is a summary of the findings I have reviewed the water well operating procedures, visited all the water wells and tanks and reviewed the files for each.

1. The water well monthly log sheets are at each site as required per the State Department of Health, and a copy of Regulations are at each well site and the daily check logs were up to date and complete.
2. All maintenance records for each well and tank are kept in separate binders in the water well office. These documents were at my disposal for review and found to be in order.
3. Grass cutting and building maintenance is being performed at each site and found to be satisfactory.
4. The generators at each site are started and cycled once a week for 15 minutes and load tested bi-annually. This is captured in the weekly logs and verified.
5. The Water Well Department had zero failures for the year and scored a 5 out of 5 on the Annual Mississippi Health Department Inspection for the 8TH year in a row.
6. The Water Well Department has been conducting minor rehab on some of the wells built in the 1950s, 60s, and 70s.

The overall review the water wells and tanks were in compliance with the current H2O Contract. If you have any question please feel free to contact me.

Brian E. McKnight



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REPORT OF INSPECTION OF DRINKING WATER SUPPLY

PWS: 0240003 Class: D

An inspection of the CITY OF GULFPORT water supply in HARRISON county was made on 03/25/2021. Present at the time of inspection was COLTON R PETERMAN, OPERATOR; WRITER. Official WAYNE E MILLER Address 17420 W CENTRAL DR SAUCIER MS 39574 W.W. Operator COLTON R PETERMAN Address 20370 HWY 53 GULFPORT MS 39503 No. Connections 41127 No. Meters Population Served 72935 Field Chemical Analysis: pH Cl2(free) 0.7 Cl2(total) 0.9 H2S N/A Iron Fluoride Point of Sampling DISTRIBUTION Water Rates

COMMENTS

Technical: 5 Managerial: 5 Financial: 5

OVERALL CAPACITY RATING: 5.0 / 5.0

1. At the time of inspection, the water system appeared to be well maintained and operating properly.
2. The system is currently serving 92.5% of the customers that it was designed to serve. Due to the age of the existing wells, increasing connections and the design capacity, it is extremely important that the City make plans in the near future to increase the water system's capacity either by drilling a new well or purchasing more water from the Utility Authority. If the City reaches its design capacity, the City will be under a moratorium and restricted from added any new customers to the water system.
3. No pressure problems were reported at the time of inspection.
4. Before any improvements are made on the water system, plans and specifications by a Registered Engineer must be approved by the Mississippi State Department of Health.
5. Whenever system pressure is lost, even for brief periods of time, contaminants may be introduced to the system through back flow and back-siphonage. When this occurs, system officials should notify all customers in the affected area to boil their drinking water until clear bacteriological samples have been obtained.



Mississippi Department of Health Bureau of Public Water Supply

STANDARD FORM

FY 2021 Public Water System Capacity Assessment Form

NOTE: This form must be completed whenever a routine sanitary survey of a public water system is conducted by a regional engineer of the Bureau of Public Water Supply

PWS ID#: 0240003 Class: D Survey Date: 03-25-2021 County: HARRISON
 Public Water System: CITY OF GULFPORT Conn: 41127
 Certified Waterworks Operator: COLTON R PETERMAN Pop: 72935

CAPACITY RATING DETERMINATION

Technical (T) Capacity Rating: [5] Managerial (M) Capacity Rating [5] Financial (F) Capacity Rating [5]

$$\text{Capacity Rating} = \frac{T + M + F}{3} = \frac{15}{3} = 5$$

Overall Capacity Rating = 5.0

Completed by Wendy Ferrill, P.E. on 03/31/2021

Reviewed by Ralph Hayes, P.E. on 04/01/2021

Comments: _____

Technical Capacity Assessment	Point Scale	Point Award
[T1] Does the water system have any significant deficiencies? [<u>Y</u> <u>N</u>]	N - 1 pt. Y - 0 pt.	1
[T2] 1) Was the water treatment process functioning properly? [<u>Y</u> <u>N</u>] (i.e. Is pH, iron, chlorine, fluoride, etc. within acceptable range?) 2) Was needed water system equipment in place and functioning properly at the time of survey? [<u>Y</u> <u>N</u>] (NOTE: Equipment deficiencies must be identified in survey report.) 3) Were records available to the regional engineer clearly showing that all water storage tanks have been inspected and cleaned or painted (if needed) within the past 5 years? [<u>Y</u> <u>N</u> <u>NA</u>] (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
[T3] 1) Was the certified waterworks operator or his/her authorized representative present for the survey? [<u>Y</u> <u>N</u>] 2) Was PWS Operations record up to date and properly maintained? [<u>Y</u> <u>N</u>] (Are minimum days being met based on system classification) 3) Was the water system properly maintained at the time of survey? [<u>Y</u> <u>N</u>] 4) Did operator/system personnel satisfactorily demonstrate to the regional engineer that he/she could fully perform all water quality tests required to properly operate this water system? [<u>Y</u> <u>N</u>] (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
[T4] 1) Does water system routinely track water loss and were acceptable record available for review? [<u>Y</u> <u>N</u>] 2) Is water system overloaded? (i.e. serving customers in excess of MSDH approved design capacity)? [<u>Y</u> <u>N</u>] 3) Was there any indication that the water system is/has been experiencing pressure problems in any part(s) of the distribution system? [<u>Y</u> <u>N</u>] (based on operator information, customer complaints, MSDH records, other information) 4) Are well pumping tests performed routinely? [<u>Y</u> <u>N</u> <u>NA</u>] (NOTE: YES FOR #1 & YES OR N/A FOR #4 AND NOs FOR #2 & #3 required to receive point)	1) Y - pt. 2) N - pt. 3) N - pt. 4) Y - pt.	1
[T5] 1) Does the water system have the ability to provide water during power outages? (i.e. generator, emergency tie-ins, etc.) [<u>Y</u> <u>N</u>] 2) Does the water system have a usable backup source of water? [<u>Y</u> <u>N</u>] (NOTE: Must be documented on survey report)	All Y - 1 pt. Else - 0 pt.	1
TECHNICAL CAPACITY RATING = [<u>5</u>] (Total Points)		

MISSISSIPPI DEPARTMENT OF HEALTH
BUREAU OF PUBLIC WATER SUPPLY
DESIGN CAPACITY SHEET

System: CITY OF GULFPORT

ID: 0240003 Class: D County: HARRISON

Date Completed: 03/31/2021

Connections - Actual: 41127 Equivalent: 51409

Design Capacity: 55551 Percent Design Capacity: $51409/55551 = 92.5\%$

Well Capacities are from Pumping Tests on 2020 and 2021:

Well #01 - 882 GPM @ 60 psi
Well #02 - 708 GPM @ 60 psi
Well #03 - 1084 GPM @ 60 psi
Well #04 - 1158 GPM @ 60 psi
Well #06 - 1150 GPM @ 60 psi
Well #07 - 1641 GPM @ 60 psi
Well #08 - 824 GPM @ 60 psi
Well #09 - 805 GPM @ 60 psi
Well #10 - 1515 GPM @ 60 psi
Well #11 - 1140 GPM @ 60 psi
Well #13 - 1302 GPM @ 64 psi
Well #14 - 1266 GPM @ 65 psi
Well #15 - 1230 GPM @ 60 psi
Well #23 - 949 GPM @ 65 psi
Well #24 - 974 GPM @ 60 psi
Well #25 - 876 GPM @ 60 psi
Well #26 - 882 GPM @ 60 psi
Well #27 - 1994 GPM @ 60 psi
Well #28 - 1725 GPM @ 60 psi
Well #34 - 1753 GPM @ 60 psi
Well #38 - 275 GPM @ 60 psi

Harrison County Utility Authority provides the City with an additional 293 GPM

Design Capacity = Well Capacity + (Elevated Storage / 200)

Well Capacity = 24,426

Elevated Storage = 6,225,000

Design Capacity = $24,426 + (6,225,000 / 200)$

Design Capacity = $24,426 + 31,125$

Design Capacity = 55,551

Note: The water system can receive credit for excess elevated storage

24,426 can fill 8,793,360 gallons in 6 hours

Due to high users, the existing connections must be multiplied by 1.25.

Eq. Connections = $41,127 * 1.25$

Eq. Connections = 51,409

% of Design Capacity = $(\# \text{ of existing connections} / \text{design capacity}) * 100$

% of Design Capacity = $(51409 / 55551) * 100$

% of Design Capacity = 92.5

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
DIVISION OF WATER SUPPLY
PUBLIC WATER SUPPLY - MASTER DATA SHEET**

Name of Supply: City of Gulfport Owner: City County: Harrison

PWS ID# 0240003 Class: D Date of Last Inspection: 03-25-2021 Master Meter: Yes

Actual Connections: 41,127 Equivalent Connections: 51,409 Design Capacity: 55,551

% of Design Capacity: 92.5

Source Supply: Purchase Surface Ground X Number of Wells: 22

<u>Well ID</u>	<u>Location</u>	<u>Year Constructed</u>	<u>Capacity (gpm)</u>	<u>Pressure (psi)</u>	<u>Casing (in)</u>	<u>Screen (in)</u>	<u>Depth (ft)</u>	<u>Cl2 Setting</u>	<u>PChem Date</u>
0240003-01	Mills Ave	1952	700	60	18	12	850	20	04-17-2015
0240003-02	ANG (Bayou View)	1957	830	60	12	8	682	18	04-17-2015
0240003-03	30 th Ave	1964	1000	60	16	12	824	42	03-27-2018
0240003-04	East RR	1964		60	16	12	758	52	03-27-2018
0240003-06	N. Gulfport	1975	1000	60	16	10	808	52	04-17-2015
0240003-07	Township Rd	1977	1000	60	16	10	911	62	04-17-2015
0240003-08	Oakleigh	1978	1000	60	16	10	853	62	04-17-2015
0240003-09	28 th St	1978	500	60	16	10	935	20	04-17-2015
0240003-10	Commerce St	1978	1000	60	16	10	833	65	03-27-2018
0240003-11	44 th Ave	1988	1000	60	16	10	767	40	04-17-2015
0240003-13	Home Depot	1995	1300	60	20	12	835	40	03-27-2018
0240003-14	11 th St	1999	1100		16	10	1840	75	03-27-2018
0240003-15	Rich Ave	2009	1048		16	10	975	72	04-17-2015
0240003-23	Trailwood	1987	838	50	12	8	600	53	04-03-2012
0240003-24	David St	1989	1400	30	12	8	750	52	03-27-2018
0240003-25	S. Swan	1991	1000	60	12	8	716	42	03-28-2019
0240003-26	Stiglet Rd	1998	800		12	8	710	40	04-17-2015
0240003-27	34 th Ave	1999	1000		16	12	750	20	03-27-2018
0240003-28	Hwy 53	2005	1600					42	03-27-2018
0240003-31	Jackson St	1985	640	60	8	6	751	20	04-17-2015
0240003-34	Dedeaux Rd	2003	1500		20		920	45	03-27-2018
0240003-38	Community Center	2010	300		10	5x7	760	30	04-17-2015

Treatment: Iron Softening Corrosion Chlorine X Fluoride

<u>Treatment:</u>	<u>No</u>	<u>Location</u>	<u>Type</u>	<u>Capacity (max)</u>	<u>Settings</u>	<u>Remarks</u>
Chlorinator	21	Each Well	Advance 480	100 ppd		Switchover
Chemical Feeder	7	1, 13, 14, 26, 27, 34	LMI	5 GPD		Phosphate

Storage: Location Year Material Capacity (gallons) Remarks Inspection Date

2020 Annual Drinking Water Quality Report
City of Gulfport - PWS#: 240003
June 2021

We're pleased to present to you this year's Annual Quality Water Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water source is from wells drawing from the Pascagoula Formation and Graham Ferry Formation Aquifers. The city also purchases water from the HCUA-West.

The source water assessment has been completed for our public water system to determine the overall susceptibility of its drinking water supply to identified potential sources of contamination. A report containing detailed information on how the susceptibility determinations were made has been furnished to our public water system and is available for viewing upon request. The wells for the City of Gulfport have received a moderate susceptibility ranking to contamination.

If you have any questions about this report or concerning your water utility, please contact Colton Peterman at 228.868.5740. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on Tuesdays bi-weekly at 2:30 PM at the City Hall.

We routinely monitor for contaminants in your drinking water according to Federal and State laws. This table below lists all of the drinking water contaminants that we detected during the period of January 1st to December 31st, 2020. In cases where monitoring wasn't required in 2020, the table reflects the most recent results. As water travels over the surface of land or underground, it dissolves naturally occurring minerals and, in some cases, radioactive materials and can pick up substances or contaminants from the presence of animals or from human activity; microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm-water runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm-water runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations and septic systems; radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. It's important to remember that the presence of these contaminants does not necessarily indicate that the water poses a health risk.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Action Level - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level (MCL) - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - The "Goal"(MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary to control microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk of health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per million (ppm) or Milligrams per liter (mg/l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

PWS ID #:0240003 TEST RESULTS								
Contaminant	Violation Y/N	Date Collected	Level Detected	Range of Detects or # of Samples Exceeding MCL/ACL	Unit Measure -ment	MCLG	MCL	Likely Source of Contamination
Radioactive Contaminants								
5. Gross Alpha	N	2020	2.7	No Range	pCi/L	0	15	Erosion of natural deposits
Inorganic Contaminants								
10. Barium	N	2020	.0136	.0044 - .0136	ppm	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
13. Chromium	N	2020	3.5	1.2 – 3.5	ppb	100	100	Discharge from steel and pulp mills; erosion of natural deposits
14. Copper	N	2018/20	.1	0	ppm	1.3	AL=1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives

16. Fluoride	N	2020	.336	.166 - .336	ppm	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
17. Lead	N	2018/20	1	0	ppb	0	AL=15	Corrosion of household plumbing systems, erosion of natural deposits
Sodium	N	2019*	110000	43000 - 110000	PPB	0	0	Road Salt, Water Treatment Chemicals, Water Softeners and Sewage Effluents.

Disinfection By-Products

81. HAA5	N	2020	7	3 - 7	ppb	0	60	By-Product of drinking water disinfection.
82. TTHM [Total trihalomethanes]	N	2020	13.5	7.34 – 13.5	ppb	0	80	By-product of drinking water chlorination.
Chlorine	N	2020	1	0 – 3	Mg/l	0	MDRL = 4	Water additive used to control microbes

Unregulated Contaminants

Germanium	N	2020	2.9	.3 – 2.9	UG/L	0.3	MRL 0.3	Naturally-occurring element; commercially available in combination with other elements and minerals; a byproduct of zine ore processing; used in infrared optics, fiber-optic systems, electronics and solar applications
Bromide	N	2020	22.5	No Range	UG/L			Naturally-occurring element found in the earth's crust and at low concentrations in seawater, and in some surface and ground water; cobaltous chloride was formerly used in medicines and as a germicide
Manganese	N	2020	185	2.7 – 185	UG/L			Naturally-occurring element; commercially available in combination with other elements and minerals; used in steel production, fertilizer, batteries and fireworks; drinking water and wastewater treatment chemicals; essential nutrient
HAA5	N	2020	9.95	1.29 – 9.95	UG/L			
HAA6BR	N	2020	3.95	.54 – 3.95	UG/L			
HAA9	N	2020	11.75	2.29 – 11.75	UG/L			

* Most recent sample. No sample required for 2020.

We are required to monitor your drinking water for specific contaminants on a monthly basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. In an effort to ensure systems complete all monitoring requirements, MSDH now notifies systems of any missing samples prior to the end of the compliance period.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Our water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>. The Mississippi State Department of Health Public Health Laboratory offers lead testing. Please contact 601.576.7582 if you wish to have your water tested.

Unregulated contaminants are those for which EPA has not established drinking water standards. The purpose of unregulated contaminant monitoring is to assist EPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulations are warranted.

All sources of drinking water are subject to potential contamination by substances that are naturally occurring or manmade. These substances can be microbes, inorganic or organic chemicals and radioactive substances. All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1.800.426.4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline 1.800.426.4791.

The City of Gulfport works around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

F/Y 2021

OCTOBER

86.0%

NOVEMBER

88.6%

DECEMBER

91.5%

JANUARY

86.1%

FEBRUARY

86.0%

MARCH

90.3%

APRIL

88.6%

MAY

90.4%

JUNE

85.4%

JULY

80.3%

AUGUST

81.3%

SEPTEMBER

82.8%

Current Average 86.44%



FY2021 END OF YEAR INV. REPORT

MATERIAL ID	DESCRIPTION	AUDIT COUNT	STOCK ON HAND	STOCK DIFF	UNIT COST	UOM	LINE TOTAL	COST DIFF
8156034	1 1/2 x 3" REPAIR CLAMP	109.00	88.00	-21	5.22	EA	\$459.36	109.62
8153009	1 1/2" COUPLING, DRESSER	9.00	8.00	-1	14.50	EA	\$116.00	14.50
8154006	1 1/2" COUPLING, METER, FL, FPT	15.00	15.00		40.66	EA	\$609.90	
8154003	1 1/2" CUTOFF, WHEEL, FPT	13.00	13.00		13.85	EA	\$180.05	
8154007	1 1/2" GASKET, METER, FL	75.00	75.00		0.50	EA	\$37.50	
8156035	1 1/2" x 6" REPAIR CLAMP	30.00	30.00		9.86	EA	\$295.80	
8153015	1 1/4" NIPPLE, 6" LENGTH	25.00	25.00		2.45	EA	\$61.25	
8155001	1 1/4" to 1 1/2" SERVICE CLAMP (1"CC)	40.00	39.00	-1	38.00	EA	\$1,482.00	38
8154026	1" BALL VALVE, CTS - FPT	53.00	53.00		53.53	EA	\$2,837.09	
8154031	1" CORP. STOP, MPT (1"cc) - CTS	52.00	52.00		37.22	EA	\$1,935.44	
8154021	1" COUPLING, CTS - FPT	52.00	52.00		16.10	EA	\$837.20	
8154020	1" COUPLING, CTS - MPT	31.00	35.00	+4	13.36	EA	\$467.60	53.44
8153058	1" COUPLING, DRESSER	30.00	31.00	+1	8.60	EA	\$38.80	8.60
8154023	1" COUPLING, PVC - CTS	77.00	77.00		26.84	EA	\$2,066.68	
8154029	1" NIPPLE, METER, LONG	22.00	20.00	-2	8.00	EA	\$160.00	16.00
8154032	1" RISER, METER, 12" HT	3.00	3.00		171.13	EA	\$213.39	
8152028	1" TEE, SW	15.00	15.00		1.89	EA	\$28.35	
8156222	1" x 1/16" FIBER WASHER	143.00	300.00	+157	0.09	EA	\$27.00	14.13
8156226	1" x 1/8" RUBBER WASHER	1,190.00	1,190.00		0.16	EA	\$190.40	
8156030	1" x 3" REPAIR CLAMP	75.00	75.00		4.16	EA	\$312.00	
8154035	1" x 3/4" COUPLING, CTS	81.00	93.00	+12	14.00	EA	\$1,302.00	168
8154037	1" x 3/4" x 3/4" WYE, CTS	189.00	189.00		28.44	EA	\$5,375.16	
4121004	1/4" PLYWOOD	162.00	162.00		20.12	EA	\$3,259.44	
8155004	4" x 1cc" SERVICE SADDLE	3.00	3.00		17.72	EA	\$53.16	
8154226	12" OCTAVE METER	2.00	2.00		9,950.00	EA	\$19,900.00	

8155015	12" x 2" SERVICE SADDLE	2.00	2.00	EA	47.97	\$95.94	
8156080	6" x 4" TAPPING SLEEVE 6.61 - 6.64 C900	2.00	3.00	EA	205.00	\$615.00	205
1005017	14" DIAMOND BLADE w/20mm ARBOR	27.00	28.00	EA	75.38	\$2,110.64	75.38
1005012	14" MASON BLADE w/20mm ARBOR	8.00	8.00	EA	12.40	\$99.20	
8154013	2" BALL VALVE, CTS - FPT	4.00	4.00	EA	190.60	\$762.40	
8154011	2" COUPLING, CTS	40.00	40.00	EA	71.00	\$2,840.00	
8153030	2" COUPLING, DRESSER	52.00	53.00	EA	17.70	\$938.10	17.70
8152001	2" COUPLING, SW	38.00	38.00	EA	3.62	\$137.56	
8152003	2" ELBOW, 45 DEG, SW	18.00	18.00	EA	9.48	\$170.64	
8156003	2" FULL CIRCLE CLAMP, 2.70 - 3.13 x 12"	4.00	4.00	EA	49.38	\$197.52	
8154016	2" COUPLING, METER, FL, FPT	28.00	28.00	EA	42.60	\$1,192.80	
8153037	2" NIPPLE, 12" LENGTH	15.00	15.00	EA	18.56	\$128.40	
8154220	2" OCTAVE METER	1.00	1.00	EA	1,555.55	\$1,555.55	
8157113	2" RISER for 6 " VALVE BOX	197.00	197.00	EA	8.50	\$1,674.50	
8152013	2" x 1" BUSHING, SW	32.00	32.00	EA	3.13	\$100.16	
4121003	2" x 6" x 8' LUMBER	217.00	217.00	EA	4.53	\$983.01	
8156004 C	3" - 4" FULL CIRCLE CLAMP (3.73 - 4.00 x 12.5)	8.00	8.00	EA	57.40	\$459.20	
8252011	3" x 3" COUPLING, PL - PL	3.00	3.00	EA	43.63	\$130.89	
8156024	3" x 3" REPAIR CLAMP	12.00	12.00	EA	16.00	\$192.00	
8159019	3/4" BIBB, SMOOTH	8.00	8.00	EA	7.25	\$58.00	
8152040	3/4" COUPLING, FPT	32.00	30.00	EA	2.15	\$64.50	4.30
8153069	1" PLUG, MPT	19.00	21.00	EA	2.95	\$61.95	5.90
4121001	3/4" PLYWOOD	125.00	125.00	EA	31.39	\$3,923.75	
8154041	5/8" BALL VALVE, 3/4" CTS - 3/4" MSN	19.00	19.00	EA	33.90	\$644.10	
8156027	2-1/2" x 6" REPAIR CLAMP	10.00	10.00	EA	14.10	\$141.00	
8156005 D	4" - 5" FULL CIRCLE CLAMP (5.22 - 5.62 x 12.5)	6.00	7.00	EA	105.56	\$738.92	105.56
8251012	4" CLEANOUT, SW x FPT	155.00	155.00	EA	2.85	\$441.75	
8154060	3/4" METER RISER, 12"H	1.00	1.00	EA	110.59	\$110.59	
8251014	6" ELBOW, 22.5 DEG, SW x SW	76.00	76.00	EA	8.47	\$643.72	
8156005 A	4" FULL CIRCLE CLAMP (4.45 - 4.73 x 12.5)	4.00	5.00	EA	58.80	\$294.00	58
8154223	6" OCTAVE METER	6.00	6.00	EA	3,925.00	\$23,550.00	
2001001	GOJO ORANGE HAND CLEANER	12.00	12.00	EA	12.60	\$151.20	
3113010	S/M SAFETY VEST	7.00	1.00	EA	9.00	\$9.00	54

3113011	L SAFETY VEST	2.00	8.00	+6	9.00	EA	\$72.00	54
8156242	5/8" x 3 1/2" METER BOLT	52.00	47.00	-5	0.99	EA	\$46.53	4.95
3113015	4/5XL SAFETY VEST	6.00	6.00		9.00	EA	\$54.00	
1003007	WEED EATER STRING, GATORLINE	55.00	55.00		19.95	EA	\$1,097.25	
8156006 E	6" FULL CIRCLE CLAMP (7.45 - 7.85 x 12.5)	8.00	8.00		121.00	EA	\$968.00	
1003010	CUTTING HEAD, AUTO CUT	14.00	14.00		29.95	EA	\$419.30	
1003011	BLADE, BRUSH CUTTER	16.00	16.00		24.95	EA	\$399.20	
3112021	BLUE GLUE, 16oz	42.00	42.00		8.96	EA	\$376.32	
8155006	6" x 1" cc SERVICE SADDLE	3.00	3.00		19.30	EA	\$57.90	
3112017	OIL, 30wt, NON-DETERGENT	8.00	8.00		1.15	EA	\$9.20	
8156007 C	8" FULL CIRCLE CLAMP (8.99 - 9.39 x 12.5)	5.00	5.00		81.34	EA	\$406.70	
3112016	OIL, 30wt, DETERGENT	10.00	8.00	-2	1.63	EA	\$13.04	3.26
1003013	BLADE, BRUSH CUTTER	2.00	2.00		34.95	EA	\$69.90	
3112024	BUG SPRAY	7.00	7.00		4.82	EA	\$33.74	
3112002	2 CYCLE OIL	218.00	218.00		2.45	EA	\$534.10	
2002010	SPRAY FOAM	21.00	20.00	-1	4.73	EA	\$473.00	4.73
8252050	AIR RELEASE VALVE, 2" , ARI S/S	1.00	1.00		2,530.00	EA	\$2,530.00	
3111022	ASPHALT LOOP	3.00	3.00		60.00	EA	\$180.00	
2001004	BAGS, TRASH (30 GAL)	13.00	13.00		25.97	BX	\$337.61	
3112007 A	BAR & CHAIN OIL (1 QT)	6.00	6.00		8.00	EA	\$48.00	
3112009	BLUE MARKING PAINT	192.00	196.00	+4	2.90	EA	\$568.40	11.60
3112008	WHITE MARKING PAINT	70.00	70.00		2.47	EA	\$172.90	
3112010	GREEN MARKING PAINT	95.00	95.00		2.90	EA	\$275.55	
3118035	CONCRETE ARCH - ASTM C-506 22 x 13 (18")	13.00	13.00		200.40	EA	\$2,605.20	
2001009	DEF (Urea)	36.00	36.00		8.93	EA	\$321.48	
8159011	DYE, TRACING - LIME	86.00	85.00	-1	13.00	EA	\$1,105.00	13
1003000	EDGER BLADE (FC75)	75.00	67.00	-8	2.25	EA	\$150.75	18
8159003	EMBLEM - FISH	183.00	163.00	-20	0.01	EA	\$1.63	0.20
3118036	24" ARCHED CONCRETE PIPE	41.00	41.00		279.52	EA	\$11,460.32	
7121002	FILL DIRT	1,400.00	1,400.00		2.00	.25	\$2,800.00	
8159016	FLAG, GREEN	61.00	61.00		8.50	EA	\$518.50	
1123041	FLUSH, AUTOMATIC, HYDRANT, 2.5 NST	1.00	1.00		1,850.00	EA	\$1,850.00	

3118021	24" ROUND CONCRETE PIPE	40.00	40.00	234.40	EA	\$9,376.00
3118023	30" ROUND CONCRETE PIPE	10.00	10.00	338.40	EA	\$3,384.00
3112001	GREASE LCE II	163.00	144.00	-19	EA	\$192.96
8156042	HYMAX, COUPLING, 6"	9.00	9.00	193.00	EA	\$1,737.00
3118024	36" ROUND CONCRETE PIPE	14.00	14.00	440.00	EA	\$6,160.00
3118038	36" ARCHED CONCRETE PIPE	3.00	3.00	461.84	EA	\$1,385.52
8159015	MARKER, BLUE	173.00	173.00	17.00	EA	\$2,941.00
3114003	PERM-PATCH	79.00	79.00	12.88	EA	\$1,017.52
3114001	PORTLAND CEMENT - 47 LB BAG	74.00	74.00	8.09	EA	\$598.66
3111042	QUAD PLUG	24.00	24.00	28.00	EA	\$672.00
3118034	15" ARCHED CONCRETE PIPE	57.00	57.00	161.68	EA	\$9,215.76
3118018	ROUND CONCRETE PIPE ASTM C-76 15"	14.00	14.00	112.00	EA	\$1,568.00
7121020	SAND BAG (EMPTY)	18,000.00	19,000.00	1000	EA	\$6,080.00
3111002	SHOVEL, FLAT TIP	4.00	4.00	24.00	EA	\$96.00
8159001	STATION, WATER SAMPLING	2.00	2.00	310.00	EA	\$620.00
1121011	TUBING' MUNICIPAL SERVICE, 1"	1,000.00	1,000.00	0.26	FT	\$260.00
3118019	18" ROUND CONCRETE PIPE	34.00	34.00	153.60	EA	\$5,222.40
8159009	WIRE, GREEN # 12	17.00	17.00	91.15	EA	\$1,549.55
		26,146.00	# 27,248.00			
				\$169,493.45		

1,102 DIFF / 95.79%

LOSS \$ 306.02 / GAIN \$ 1,097.31

FY2021

1.) Water and Sewer Construction Crews

A.) Crews

Completed Projects:

- Completed COLEMAN ROAD SEWER PHASE 1
- Completed PASS ROAD MANHOLE REPLACE
- Completed HEWES AVE MANHOLE REPLACE
- Completed 20TH AVE FORCE MAIN GO DOWN
- Completed 2 ND STREET SEWER TAP
- Completed FORCE MAIN REPAIR 20ave
- Completed SEWER REPAIR ON WOODWARD AVE
- Completed SEWER REPAIR ON 5 AVE
- On-Going N WILSON WATER PROJECT
- Completed

Water and Sewer Inspector

City of Gulfport Brian McKnight

2021 Construction Crew Cost Comparison (Oct. 1, 2020 - September 30, 2021)

Water & Sewer Construction Crews Crew#1 Ladner

Project Name	SR#	Material Cost	Unit Price	
5110 W Beach Blvd.	295520	\$ 3,751.48	\$ 21,033.00	\$ 17,281.52
2019 22nd St.	292244	\$ 11,671.39	\$ 48,013.00	\$ 36,341.61
13686 Tara Hills Ct	287774	\$ 304.00	\$ 14,859.00	\$ 14,555.00
North Wilson Water	256934	\$ 37,474.99	\$ 528,464.00	\$ 490,989.01
		\$ 53,201.86	\$ 612,369.00	\$ 559,167.14
Labor Cost				\$ 209,259.92
Labor Cost with Rain & Emergency Days Deducted	51 Rain Days, & 0 Emergency Days @ \$843.79/Day			\$ 166,226.63
Equipment & Fuel Cost				\$ 62,518.30
			Total Amount Saved	\$ 330,422.21
			% Overall Savings	54%

Crew#2 Bryan

Project Name	SR#	Material Cost	Unit Price	
North Wilson Blvd.	265016	\$ 18,462.04	\$ 32,012.00	\$ 13,549.96
Harris Dr.	274157	\$ 76,043.52	\$ 143,140.00	\$ 67,096.48
Coleman Rd	284130	\$ 798.62	\$ 9,958.00	\$ 9,159.38
16103 Hwy 49	265200	\$ 692.26	\$ 3,110.00	\$ 2,417.74
		\$ 95,996.44	\$ 188,220.00	\$ 92,223.56
Labor Cost				\$ 209,259.92
Labor Cost with Rain & Emergency Days Deducted	51 Rain Days, & 0 Emergency Days @ \$843.79/Day			\$ 166,226.63
Equipment & Fuel Cost				\$ 55,322.38
			Total Amount Saved	\$ (129,325.45)
			% Overall Savings	-69%

Crew#3 Byrd

Project Name	SR#	Material Cost	Unit Price	
113 Cleve St.	296038			\$ -
Texas ave & Harrison	295635	\$ 1,963.44	\$ 4,524.00	\$ 2,560.56
267 Dolan Ave	279728	\$ 9,922.04	\$ 20,620.00	\$ 10,697.96
3rd st & Roberts	295098	\$ 15,920.00	\$ 30,652.00	\$ 14,732.00
202 Fore Cr.	293090			
N Wilson Blvd & Dedeaux Rd.	281400			\$ -
		\$ 27,805.48	\$ 55,796.00	\$ 27,990.52
Labor Cost	(Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1)			\$ 209,259.92
Labor Cost with Rain & Emergency Days Deducted	51 Rain Days, & 0 Emergency Days @ \$843.79/Day			\$ 166,226.63
Equipment & Fuel Cost				\$ 88,382.82
			Total Amount Saved	\$ (226,618.93)
			% Overall Savings	-406%
		Total Savings	\$ (25,522.17)	
		% Overall Savings	-3.0%	

STREETS/DRAINAGE

* QUALITY FOR SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
4 Failed
 $((520-4)/520) = 99.2\%$ Passed

* COMPLETION RATE OF SERVICE REQUESTS

Opened	6,718
Adjustment (5 year average difference)	<u>2,663</u>
	4,055 Total Opened for H2O
Closed	5,358
Engineering	<u>1</u>
	5,357 Total Opened for H2O
Closed	<u>5,357</u> = 100% Closed
Opened	4,055

* RESPONSE/PRODUCTION TIME OF SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
6 Failed
 $((520-6)/520) = 98.8\%$ Passed

*ROUTINE MAINTENANCE

Per Section 6.05.M.4(b) of the "PROFESSIONAL SERVICES CONTRACT FOR THE OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEM FOR THE CITY OF GULFPORT", if failure to provide equipment at a rate of 90% availability causes or contributes to Operator's failure to achieve benchmark standards, the deficiency shall not be measured negatively against the Operator. The equipment availability rate for FY 2021 was 86.4% as stated in Section 3.6 of the "Department of Public Works and Engineering H2O Innovation Operations & Maintenance, LLC. FY 2021 Performance Report."

$$100\% + 100\% + 100\% + 100\% + 100\% = 500\%/5 = 100\%$$

*OVERALL

$$90.2\%(.10) + 99.2\%(.15) + 100\% (.20\%) + 98.8\%(.15) + 100\%(.40) = 98.7\%$$

Service Request Progress Sheet

10/1/2020 12:00:00AM to 9/30/2021 11:59:59PM

	<u>10/1/20</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/21</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
ALLEY NEEDS LIMESTONE AND REGRADING	1	99	90	10	2	0	0
BROKEN / MISSING STORM LID	1	19	20	0	0	0	0
DRIVEWAY IS BROKEN	5	97	98	4	3	0	0
SIDEWALK IS BROKEN	4	97	91	10	5	0	0
CAMERA STORM DRAIN		13	13	0	0	0	0
CAMERA SEWER LINES	4	94	97	1	0	0	0
CATCH BASIN BROKEN	4	56	52	8	5	0	0
CATCH BASIN NOT DRAINING	4	234	218	20	15	0	0
CAVE IN AT STREET	7	400	314	93	52	0	0
CURB BROKEN OR DISJOINTED	1	33	31	3	0	0	0
CURRENT NEW CONSTRUCTION	27	26	18	35	30	0	0
DITCH NOT DRAINING	24	832	508	348	245	0	0
GRASS OVER GROWN	3	230	181	52	13	0	0
INSTALL STORM DRAIN PIPE	8	27	21	14	10	0	0
STREET SHOULDERS NEED LIMESTONE	1	79	72	8	3	0	0
LITTER IN AREA		28	25	3	2	0	0
CATCH BASIN MISSING LID		16	15	1	0	0	0
OIL OR CHEMICAL SPILL		4	4	0	0	0	0
DITCH IS OVER GROWN	9	469	356	122	23	0	0
UTILITY CUT ACROSS NEEDS PATCHING	3	367	333	37	3	0	0
STREET NEEDS PAVING	8	42	32	18	13	0	0
POTHOLE	5	1258	1107	156	14	0	0
ANYTHING IN THE ROAD OR RIGHT OF WAY	10	296	176	130	111	0	0
DRESS UP AREA		49	39	10	5	0	0
SIDEWALK OVER GROWN	1	23	20	4	1	0	0
STORM DRAIN TO SMALL	1	7	6	2	2	0	0
STORM DRAIN PIPE BROKEN	12	49	40	21	18	0	0
STORM PIPE COLLAPSED	13	180	118	75	61	0	0
STORM DRAIN PIPE PLUGGED		268	234	34	20	0	0
STREET OR CURB NEEDS TO BE SWEEP		103	96	7	3	0	0
STREAM BANK EROSION	4	45	30	19	12	0	0
STUMP NEEDS TO BE REMOVED		3	2	1	1	0	0
TIRE PICKUP		75	72	3	0	0	0
TIRE PICKUP	7	0	0	7	7	0	0
TRASH TO BE PICKED UP	11	272	229	54	6	0	0
TREE LIMBS OVERGROWN	11	265	230	46	19	0	0
REMOVE TREE(S)	5	268	183	90	75	1	1
WASHOUT AT SHOULDER OF STREET	1	39	32	8	2	0	0
WATER STANDING	6	256	155	107	90	0	0
	201	6718	5358	1561	871	1	1

Of these requests, the following have been submitted to Engineering:

Engineering	1
<i>Total Engineering:</i>	1
Total Water Billing:	0
Total:	1560

Streets and Drainage Year to Date Report FY 21

	SERVICE REQUESTS			Landfill	DITCHES		Sidewalk Cleaning		GROUND MAINTENANCE			STREET SWEEPING		ASPHALT	
	Received	Completed	Total in Engr. Dept.	Debris hauled to landfill	Ditches Cleaned (Annual cycle)	Percent Complete	Sidewalk Cleaning (Annual cycle)	Percent Complete	Dates below reflect scheduled cycle per city	Grass Cutting (8 week cycle)	Percent Complete	Street Sweeping 6 month cycle	Percent Complete	Asphalt Tonnage Used	Percent Covered
Contract Benchmark					300,959.00		337,916.00			1,753,752.00		225.00		3,000.00	
							Lf has increased			(10,522,512 annually)		(450 Miles annually)			Based on 3,000 tons annually
Month	#	#	#	YD	Lf	%	Lf	%		Lf	%	Miles	%	Tons	%
Oct-20	389	287	0	2,179.10	28,550.00	9.5%	27,276.00	8.1%	07/27/20-10/25/20	1,753,752.00	100%	37.00	16.4%	37.75	1.3%
Nov-20	295	253	0	716.00	700.00	0.2%	21,670.00	6.4%	TBD	Off Season		31.00	13.8%	55.03	1.8%
Dec-20	254	302	0	1,717.80	2,400.00	0.8%	22,020.00	6.5%	TBD	Off Season		50.00	22.2%	50.59	1.7%
Jan-21	276	262	0	2,147.20	21,500.00	7.1%	30,931.00	9.2%	TBD	Off Season		61.50	27.3%	48.16	1.6%
Feb-21	313	271	0	1,388.00	21,600.00	7.2%	34,450.00	10.2%	TBD	Off Season		35.00	15.6%	45.23	1.5%
Mar-21	619	501	0	1,971.10	8,100.00	2.7%	56,091.00	16.6%	TBD	Off Season		125.35	55.7%	100.40	3.3%
Apr-21	776	488	0	1,810.00	4,050.00	1.3%	43,301.00	12.8%	04/05/21-05/16/21	1,753,752.00	100%	82.50	36.7%	80.95	2.7%
May-21	635	571	0	1,510.00	22,950.00	7.6%	45,603.00	13.5%	05/17/21-08/22/21	1,753,752.00	100%	29.00	12.9%	78.98	2.6%
Jun-21	853	621	0	1,600.00	16,000.00	5.3%	28,765.00	8.5%	08/23/21-10/17/21	526,125.60	30%	30.50	13.6%	74.68	2.5%
Jul-21	892	555	1	3,080.00	2,800.00	0.9%	29,486.00	8.7%	TBD	0.00	0%	14.50	6.4%	53.54	1.8%
Aug-21	721	610	1	2,272.50	7,860.00	2.6%	38,056.00	11.3%	TBD	0.00	0%	16.00	7.1%	80.84	2.7%
Sep-21	698	637	1	3,360.00	33,976.00	11.3%	0.00	0.0%	TBD	0.00	0%	78.00	34.7%	92.55	3.1%
TOTALS	6,721.00	5,358.00	0	23,751.70	170,486.00	56.6%	377,649.00	111.8%		5,787,381.60	55.0%	422.35	151%	798.70	26.6%
		79.7%							Sidewalk and ditch cleaning crew's prepping for Crusin			250.50	111%		

tons remaining 2,201.30

tons remaining 2,201.30



CITY of GULFPORT
DEPARTMENT of PUBLIC WORKS



END OF YEAR REPORT ON H2O INNOVATION, UTILITY PARTNERS' STREETS AND DRAINAGE DEPARTMENT FROM 1 OCTOBER 2020 TO 30 SEPTEMBER 2021

A. Weekly Random Inspections on Service Requests Completed:

1. Assigned to inspect 10 Random Completed Service Requests per week for 52 weeks in a work year. Random requests are selected from the Completed Streets and Drainage Service Requests.

- Over the 52 weeks a total of 520 service requests were inspected for quality, paperwork and benchmark times as per city standards. After several failure meetings there were only 10 failures for this fiscal year, 6 response time benchmarks and 4 total quality.

See Attachment 1

- **Note:** For Drainage there was a total of 1,340 service requests that were completed, and for Streets a total of 2,076 estimated were completed.

See Attachment 2 Spread Sheet

B. 100% Inspections of Streets and Drainage Completed Service Requests:

- **Areas Inspected:** Catch Basin Broken, Catch Basin Not Draining, Catch Basin Missing Lid, Install Storm Drain Pipe, Storm Drain Pipe Collapsed, Storm Drain Pipe Broken, Storm Drain Pipe Plugged, Wash Out at Street Shoulder, Alley Needs Limestone, Cave-In at Street, Curb Broken or Disjointed, Current New Construction, Driveway Broken, Street Shoulder Needs Limestone (Limestone Street) and Pave Street.
- An estimated total of 766 Service Requests were inspected with 1 Failure for this work year.

Attachment 3.

C. Cave-In Crew:

1. Cave-In Crew performs service requests for Storm Drain Cave-In's, and Small Storm Drain Projects less than 40-feet on driveway replacements. The Crew Leader was temporarily Off Work due a Surgery through the Local VA. He was off from 1 October 2020 to 1 April 2021. He also was off due to job site injury from 23 September 2012 to 30 September 2021 which is the year work. The Assistant Crew Leader filled in until his return. Additionally, the Cave-In Crew was assigned to assist other crews as necessary. All work performed by the Cave-In Crew was inspected daily to ensure work meets City Construction Standards; please note that no inspections were performed when the inspector was on vacation or attending conferences. The Cave-In Crew is comprised of 3 employees, occasionally 1 Labor Ready Person assigned to assist.

- Crew Leader, Robert Murray,
 - Assistant Crew Leader, Leslie Swilley
 - Laborer - Warren Howard, Plus 1 labor Ready person assigned to assist the Crew.
- Cave-In Crew completed an estimated 435 Service Requests, which included the removal and replacement of an estimated 368 feet of various sizes of storm drain culverts from 15" RCP & RCAP culverts to 18" RCP and RCAP and 12 flared-end sections of storm drain culverts at 12 of the project sited. This includes the time during which the Crew Leader was assisting the Construction Crew on various storm drain projects. During this fiscal year, the Cave-In Crew has assisted different Streets and Drainage on Crews on 67 different project sites. The crew spent 48 days checking and cleaning storm drain issues and removing debris from storms and heavy rain. The Cave-In Crew also spent 4 days attending mandatory training classes. All of the above totals are estimated as no daily inspections were performed when the inspector was not at work due to vacation or other absences. The Crew had no failures during the fiscal year.

C. Customer Call Back Log:

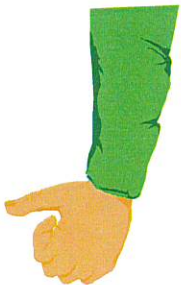
During this fiscal year, there were only 2 Customer call back issues, 1 of which required re-work to be performed.

See Attachment 4


Respectfully Submitted,
John Thomas

Copy to: Wayne Miller, Tyler Gentry, Ryan Busby, To File.

Streets & Drainage Weekly Random Inspection Report Non-Compliance OCT 2020 - SEPT 2021



Attachment 1

[illegible]

Total:	10
Quality:	4
Paperwork:	2
Total Quality:	4
Response Time:	6

Note:

Some quality may be just quality.
Some quality may be just paperwork.
Some quality may be a combination.

The total quality entry reflects work orders that had a failure due to quality of work that may or may not have included

Attachment 2

Service Request Progress Sheet

10/1/2020 12:00:00AM to 9/30/2021 11:59:59PM

	10/1/20	OPEN	CLOSED	9/30/21	+60 DAYS	ENG	ENG +60
ALLEY NEEDS LIMESTONE AND REGRADING	1	99	90	10	2	0	0
BROKEN / MISSING STORM LID	1	19	20	0	0	0	0
DRIVEWAY IS BROKEN	5	97	98	4	3	0	0
SIDEWALK IS BROKEN	4	97	91	10	5	0	0
CAMERA STORM DRAIN		13	13	0	0	0	0
CAMERA SEWER LINES	4	94	97	1	0	0	0
CATCH BASIN BROKEN	4	56	52	8	5	0	0
CATCH BASIN NOT DRAINING	4	234	218	20	15	0	0
CAVE IN AT STREET	7	400	314	93	52	0	0
CURB BROKEN OR DISJOINTED	1	33	31	3	0	0	0
CURRENT NEW CONSTRUCTION	27	26	18	35	30	0	0
DITCH NOT DRAINING	24	832	508	348	245	0	0
GRASS OVER GROWN	3	230	181	52	13	0	0
INSTALL STORM DRAIN PIPE	8	27	21	14	10	0	0
STREET SHOULDERS NEED LIMESTONE	1	79	72	8	3	0	0
LITTER IN AREA		28	25	3	2	0	0
CATCH BASIN MISSING LID		16	15	1	0	0	0
OIL OR CHEMICAL SPILL		4	4	0	0	0	0
DITCH IS OVER GROWN	9	469	356	122	23	0	0
UTILITY CUT ACROSS NEEDS PATCHING	3	367	333	37	3	0	0
STREET NEEDS PAVING	8	42	32	18	13	0	0
POTHOLE	5	1258	1107	156	14	0	0
ANYTHING IN THE ROAD OR RIGHT OF WAY	10	296	176	130	111	0	0
DRESS UP AREA		49	39	10	5	0	0
SIDEWALK OVER GROWN	1	23	20	4	1	0	0
STORM DRAIN TO SMALL	1	7	6	2	2	0	0
STORM DRAIN PIPE BROKEN	12	49	40	21	18	0	0
STORM PIPE COLLAPSED	13	180	118	75	61	0	0
STORM DRAIN PIPE PLUGGED		268	234	34	20	0	0
STREET OR CURB NEEDS TO BE SWEEPED		103	96	7	3	0	0
STREAM BANK EROSION	4	45	30	19	12	0	0
STUMP NEEDS TO BE REMOVED		3	2	1	1	0	0
TIRE PICKUP		75	72	3	0	0	0
TIRE PICKUP	7	0	0	7	7	0	0
TRASH TO BE PICKED UP	11	272	229	54	6	0	0
TREE LIMBS OVERGROWN	11	265	230	46	19	0	0
REMOVE TREE(S)	5	268	183	90	75	1	1
WASHOUT AT SHOULDER OF STREET	1	39	32	8	2	0	0
WATER STANDING	6	256	155	107	90	0	0
	201	6718	5358	1561	871	1	1

Of these requests, the following have been submitted to Engineering:

Engineering	1
Total Engineering:	1
Total Water Billing:	0
Total:	1560



Attached

Total:	1
Quality:	1
Paperwork:	0
Total Quality:	1
Response Time:	0

Some quality may be just quality.
Some quality may be just paperwork.
Some quality may be a combination.

The total quality entry reflects work orders that had a failure due to quality of work that may or may not have included paperwork

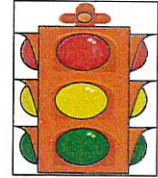
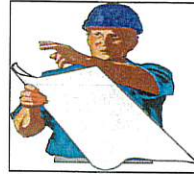
Attachment 14

CITY OF GULFPORT

DEPARTMENT OF PUBLIC WORKS

CUSTOMER CALL BACK LOG

INSPECTOR: JOHN THOMAS
CONTRACTOR: H2O INNOVATION INC.
DIVISION: STREETS AND DRAINAGE



FY OCT. 2020 - SEP. 2021

NO	SERVICE	CUSTOMER	DATE	CUSTOMER'S	IS REWORK	
	REQUEST NO.	NAME		CONCERN	REQUIRED?	
1	267302	Wilma Fitch	12/16/20	Tree Removal	YES	☒ NO
2	267809	Paige Lingle	12/23/20	Water Standing	YES	☒ NO
3					YES	NO
4					YES	NO
5					YES	NO
6					YES	NO
7					YES	NO
8					YES	NO
9					YES	NO
10					YES	NO
11					YES	NO
12					YES	NO
13					YES	NO
14					YES	NO
15					YES	NO
16					YES	NO
17					YES	NO
18					YES	NO
19					YES	NO
20					YES	NO
21					YES	NO
22					YES	NO
23					YES	NO
24					YES	NO
25					YES	NO
26					YES	NO
27					YES	NO
28					YES	NO
29					YES	NO
30					YES	NO
31					YES	NO
32					YES	NO
33					YES	NO
34					YES	NO
35					YES	NO
36					YES	NO
37					YES	NO
38					YES	NO
39					YES	NO



**CITY of GULFPORT
DEPARTMENT of PUBLIC WORKS**



END OF YEAR REPORT



ON STREETS AND DRAINAGE DEPARTMENT

FROM, 1 OCTOBER 2020 TO 30 SEPTEMBER 2021

A. Daily Routine Inspections Completed:

1. Grass Cutting	Every 8 Weeks-	
	05 April 21 – 16 May 21	Completed
	17 May 21 – 20 August 21	Completed
2. Street Sweeping	Every 6 – Months	
	1 Oct. 20 – 31 March 21	Completed
	1 April 21 – 30 Sept. 21	Completed
3. Sidewalk Cleaning	Yearly	
	1 Oct. 20 – 30 Sept. 21	Completed
4. Pot Hole Patching	Yearly	
	1 Oct. 20 – 30 Sept. 21	3.1%
	4428 Tons of Asphalt	
5. Ditch Cleaning	Yearly	
	1 Oct. 20 – 30 Sept. 21	Completed 56%

B. 100% Inspections of Streets and Drainage Completed Service Requests:

- [Areas Inspected: Pot Holes, Cut a Cross, Ditch not Draining, Ditch Overgrown, Water Standing, Grass Overgrown, Sidewalk Broken, Tree limbs Overgrown.]
- A Total of 5,358 Service Requests were Inspected.

Respectfully submitted,
Joe Johnson

Copy to:
Wayne

F/Y 2021

OCTOBER

86.0%

NOVEMBER

88.6%

DECEMBER

91.5%

JANUARY

86.1%

FEBRUARY

86.0%

MARCH

90.3%

APRIL

88.6%

MAY

90.4%

JUNE

85.4%

JULY

80.3%

AUGUST

81.3%

SEPTEMBER

82.8%

Current Average 86.44%



FY2021 END OF YEAR INV. REPORT

MATERIAL ID	DESCRIPTION	AUDIT COUNT	STOCK ON HAND	STOCK DIFF	UNIT COST	UOM	LINE TOTAL	COST DIFF
8156034	1 1/2 x 3" REPAIR CLAMP	109.00	88.00	-21	5.22	EA	\$459.36	109.62
8153009	1 1/2" COUPLING, DRESSER	9.00	8.00	-1	14.50	EA	\$116.00	14.50
8154006	1 1/2" COUPLING, METER, FL, FPT	15.00	15.00		40.66	EA	\$609.90	
8154003	1 1/2" CUTOFF, WHEEL, FPT	13.00	13.00		13.85	EA	\$180.05	
8154007	1 1/2" GASKET, METER, FL	75.00	75.00		0.50	EA	\$37.50	
8156035	1 1/2" x 6" REPAIR CLAMP	30.00	30.00		9.86	EA	\$295.80	
8153015	1 1/4" NIPPLE, 6" LENGTH	25.00	25.00		2.45	EA	\$61.25	
8155001	1 1/4" to 1 1/2" SERVICE CLAMP (1"CC)	40.00	39.00	-1	38.00	EA	\$1,482.00	38
8154026	1" BALL VALVE, CTS - FPT	53.00	53.00		53.53	EA	\$2,837.09	
8154031	1" CORP. STOP, MPT (1"cc) - CTS	52.00	52.00		37.22	EA	\$1,935.44	
8154021	1" COUPLING, CTS - FPT	52.00	52.00		16.10	EA	\$837.20	
8154020	1" COUPLING, CTS - MPT	31.00	35.00	+4	13.36	EA	\$467.60	53.44
8153058	1" COUPLING, DRESSER	30.00	31.00	+1	8.60	EA	\$38.80	8.60
8154023	1" COUPLING, PVC - CTS	77.00	77.00		26.84	EA	\$2,066.68	
8154029	1" NIPPLE, METER, LONG	22.00	20.00	-2	8.00	EA	\$160.00	16.00
8154032	1" RISER, METER, 12" HT	3.00	3.00		171.13	EA	\$213.39	
8152028	1" TEE, SW	15.00	15.00		1.89	EA	\$28.35	
8156222	1" x 1/16" FIBER WASHER	143.00	300.00	+157	0.09	EA	\$27.00	14.13
8156226	1" x 1/8" RUBBER WASHER	1,190.00	1,190.00		0.16	EA	\$190.40	
8156030	1" x 3" REPAIR CLAMP	75.00	75.00		4.16	EA	\$312.00	
8154035	1" x 3/4" COUPLING, CTS	81.00	93.00	+12	14.00	EA	\$1,302.00	168
8154037	1" x 3/4" x 3/4" WYE, CTS	189.00	189.00		28.44	EA	\$5,375.16	
4121004	1/4" PLYWOOD	162.00	162.00		20.12	EA	\$3,259.44	
8155004	4" x 1cc" SERVICE SADDLE	3.00	3.00		17.72	EA	\$53.16	
8154226	12" OCTAVE METER	2.00	2.00		9,950.00	EA	\$19,900.00	

8155015	12" x 2" SERVICE SADDLE	2.00	2.00	EA	47.97	\$95.94	
8156080	6" x 4" TAPPING SLEEVE 6.61 - 6.64 C900	2.00	3.00	EA	205.00	\$615.00	205
1005017	14" DIAMOND BLADE w/20mm ARBOR	27.00	28.00	EA	75.38	\$2,110.64	75.38
1005012	14" MASON BLADE w/20mm ARBOR	8.00	8.00	EA	12.40	\$99.20	
8154013	2" BALL VALVE, CTS - FPT	4.00	4.00	EA	190.60	\$762.40	
8154011	2" COUPLING, CTS	40.00	40.00	EA	71.00	\$2,840.00	
8153030	2" COUPLING, DRESSER	52.00	53.00	EA	17.70	\$938.10	17.70
8152001	2" COUPLING, SW	38.00	38.00	EA	3.62	\$137.56	
8152003	2" ELBOW, 45 DEG, SW	18.00	18.00	EA	9.48	\$170.64	
8156003	2" FULL CIRCLE CLAMP, 2.70 - 3.13 x 12"	4.00	4.00	EA	49.38	\$197.52	
8154016	2" COUPLING, METER, FL, FPT	28.00	28.00	EA	42.60	\$1,192.80	
8153037	2" NIPPLE, 12" LENGTH	15.00	15.00	EA	18.56	\$128.40	
8154220	2" OCTAVE METER	1.00	1.00	EA	1,555.55	\$1,555.55	
8157113	2" RISER for 6 " VALVE BOX	197.00	197.00	EA	8.50	\$1,674.50	
8152013	2" x 1" BUSHING, SW	32.00	32.00	EA	3.13	\$100.16	
4121003	2" x 6" x 8' LUMBER	217.00	217.00	EA	4.53	\$983.01	
8156004 C	3" - 4" FULL CIRCLE CLAMP (3.73 - 4.00 x 12.5)	8.00	8.00	EA	57.40	\$459.20	
8252011	3" x 3" COUPLING, PL - PL	3.00	3.00	EA	43.63	\$130.89	
8156024	3" x 3" REPAIR CLAMP	12.00	12.00	EA	16.00	\$192.00	
8159019	3/4" BIBB, SMOOTH	8.00	8.00	EA	7.25	\$58.00	
8152040	3/4" COUPLING, FPT	32.00	30.00	EA	2.15	\$64.50	4.30
8153069	1" PLUG, MPT	19.00	21.00	EA	2.95	\$61.95	5.90
4121001	3/4" PLYWOOD	125.00	125.00	EA	31.39	\$3,923.75	
8154041	5/8" BALL VALVE, 3/4" CTS - 3/4" MSN	19.00	19.00	EA	33.90	\$644.10	
8156027	2-1/2" x 6" REPAIR CLAMP	10.00	10.00	EA	14.10	\$141.00	
8156005 D	4" - 5" FULL CIRCLE CLAMP (5.22 - 5.62 x 12.5)	6.00	7.00	EA	105.56	\$738.92	105.56
8251012	4" CLEANOUT, SW x FPT	155.00	155.00	EA	2.85	\$441.75	
8154060	3/4" METER RISER, 12"H	1.00	1.00	EA	110.59	\$110.59	
8251014	6" ELBOW, 22.5 DEG, SW x SW	76.00	76.00	EA	8.47	\$643.72	
8156005 A	4" FULL CIRCLE CLAMP (4.45 - 4.73 x 12.5)	4.00	5.00	EA	58.80	\$294.00	58
8154223	6" OCTAVE METER	6.00	6.00	EA	3,925.00	\$23,550.00	
2001001	GOJO ORANGE HAND CLEANER	12.00	12.00	EA	12.60	\$151.20	
3113010	S/M SAFETY VEST	7.00	1.00	EA	9.00	\$9.00	54

3113011	L SAFETY VEST	2.00	8.00	+6	9.00	EA	\$72.00	54
8156242	5/8" x 3 1/2" METER BOLT	52.00	47.00	-5	0.99	EA	\$46.53	4.95
3113015	4/5XL SAFETY VEST	6.00	6.00		9.00	EA	\$54.00	
1003007	WEED EATER STRING, GATORLINE	55.00	55.00		19.95	EA	\$1,097.25	
8156006 E	6" FULL CIRCLE CLAMP (7.45 - 7.85 x 12.5)	8.00	8.00		121.00	EA	\$968.00	
1003010	CUTTING HEAD, AUTO CUT	14.00	14.00		29.95	EA	\$419.30	
1003011	BLADE, BRUSH CUTTER	16.00	16.00		24.95	EA	\$399.20	
3112021	BLUE GLUE, 16oz	42.00	42.00		8.96	EA	\$376.32	
8155006	6" x 1" cc SERVICE SADDLE	3.00	3.00		19.30	EA	\$57.90	
3112017	OIL, 30wt, NON-DETERGENT	8.00	8.00		1.15	EA	\$9.20	
8156007 C	8" FULL CIRCLE CLAMP (8.99 - 9.39 x 12.5)	5.00	5.00		81.34	EA	\$406.70	
3112016	OIL, 30wt, DETERGENT	10.00	8.00	-2	1.63	EA	\$13.04	3.26
1003013	BLADE, BRUSH CUTTER	2.00	2.00		34.95	EA	\$69.90	
3112024	BUG SPRAY	7.00	7.00		4.82	EA	\$33.74	
3112002	2 CYCLE OIL	218.00	218.00		2.45	EA	\$534.10	
2002010	SPRAY FOAM	21.00	20.00	-1	4.73	EA	\$473.00	4.73
8252050	AIR RELEASE VALVE, 2" , ARI S/S	1.00	1.00		2,530.00	EA	\$2,530.00	
3111022	ASPHALT LOOP	3.00	3.00		60.00	EA	\$180.00	
2001004	BAGS, TRASH (30 GAL)	13.00	13.00		25.97	BX	\$337.61	
3112007 A	BAR & CHAIN OIL (1 QT)	6.00	6.00		8.00	EA	\$48.00	
3112009	BLUE MARKING PAINT	192.00	196.00	+4	2.90	EA	\$568.40	11.60
3112008	WHITE MARKING PAINT	70.00	70.00		2.47	EA	\$172.90	
3112010	GREEN MARKING PAINT	95.00	95.00		2.90	EA	\$275.55	
3118035	CONCRETE ARCH - ASTM C-506 22 x 13 (18")	13.00	13.00		200.40	EA	\$2,605.20	
2001009	DEF (Urea)	36.00	36.00		8.93	EA	\$321.48	
8159011	DYE, TRACING - LIME	86.00	85.00	-1	13.00	EA	\$1,105.00	13
1003000	EDGER BLADE (FC75)	75.00	67.00	-8	2.25	EA	\$150.75	18
8159003	EMBLEM - FISH	183.00	163.00	-20	0.01	EA	\$1.63	0.20
3118036	24" ARCHED CONCRETE PIPE	41.00	41.00		279.52	EA	\$11,460.32	
7121002	FILL DIRT	1,400.00	1,400.00		2.00	.25	\$2,800.00	
8159016	FLAG, GREEN	61.00	61.00		8.50	EA	\$518.50	
1123041	FLUSH, AUTOMATIC, HYDRANT, 2.5 NST	1.00	1.00		1,850.00	EA	\$1,850.00	

3118021	24" ROUND CONCRETE PIPE	40.00	40.00	234.40	EA	\$9,376.00
3118023	30" ROUND CONCRETE PIPE	10.00	10.00	338.40	EA	\$3,384.00
3112001	GREASE LCE II	163.00	144.00	-19	EA	\$192.96
8156042	HYMAX, COUPLING, 6"	9.00	9.00	193.00	EA	\$1,737.00
3118024	36" ROUND CONCRETE PIPE	14.00	14.00	440.00	EA	\$6,160.00
3118038	36" ARCHED CONCRETE PIPE	3.00	3.00	461.84	EA	\$1,385.52
8159015	MARKER, BLUE	173.00	173.00	17.00	EA	\$2,941.00
3114003	PERM-PATCH	79.00	79.00	12.88	EA	\$1,017.52
3114001	PORTLAND CEMENT - 47 LB BAG	74.00	74.00	8.09	EA	\$598.66
3111042	QUAD PLUG	24.00	24.00	28.00	EA	\$672.00
3118034	15" ARCHED CONCRETE PIPE	57.00	57.00	161.68	EA	\$9,215.76
3118018	ROUND CONCRETE PIPE ASTM C-76 15"	14.00	14.00	112.00	EA	\$1,568.00
7121020	SAND BAG (EMPTY)	18,000.00	19,000.00	1000	EA	\$6,080.00
3111002	SHOVEL, FLAT TIP	4.00	4.00	24.00	EA	\$96.00
8159001	STATION, WATER SAMPLING	2.00	2.00	310.00	EA	\$620.00
1121011	TUBING' MUNICIPAL SERVICE, 1"	1,000.00	1,000.00	0.26	FT	\$260.00
3118019	18" ROUND CONCRETE PIPE	34.00	34.00	153.60	EA	\$5,222.40
8159009	WIRE, GREEN # 12	17.00	17.00	91.15	EA	\$1,549.55
		26,146.00	# 27,248.00			
				\$169,493.45		

1,102 DIFF / 95.79%

LOSS \$ 306.02 / GAIN \$ 1,097.31

2021 Construction Crew Cost Comparison (October 1, 2020 - September 30, 2021)

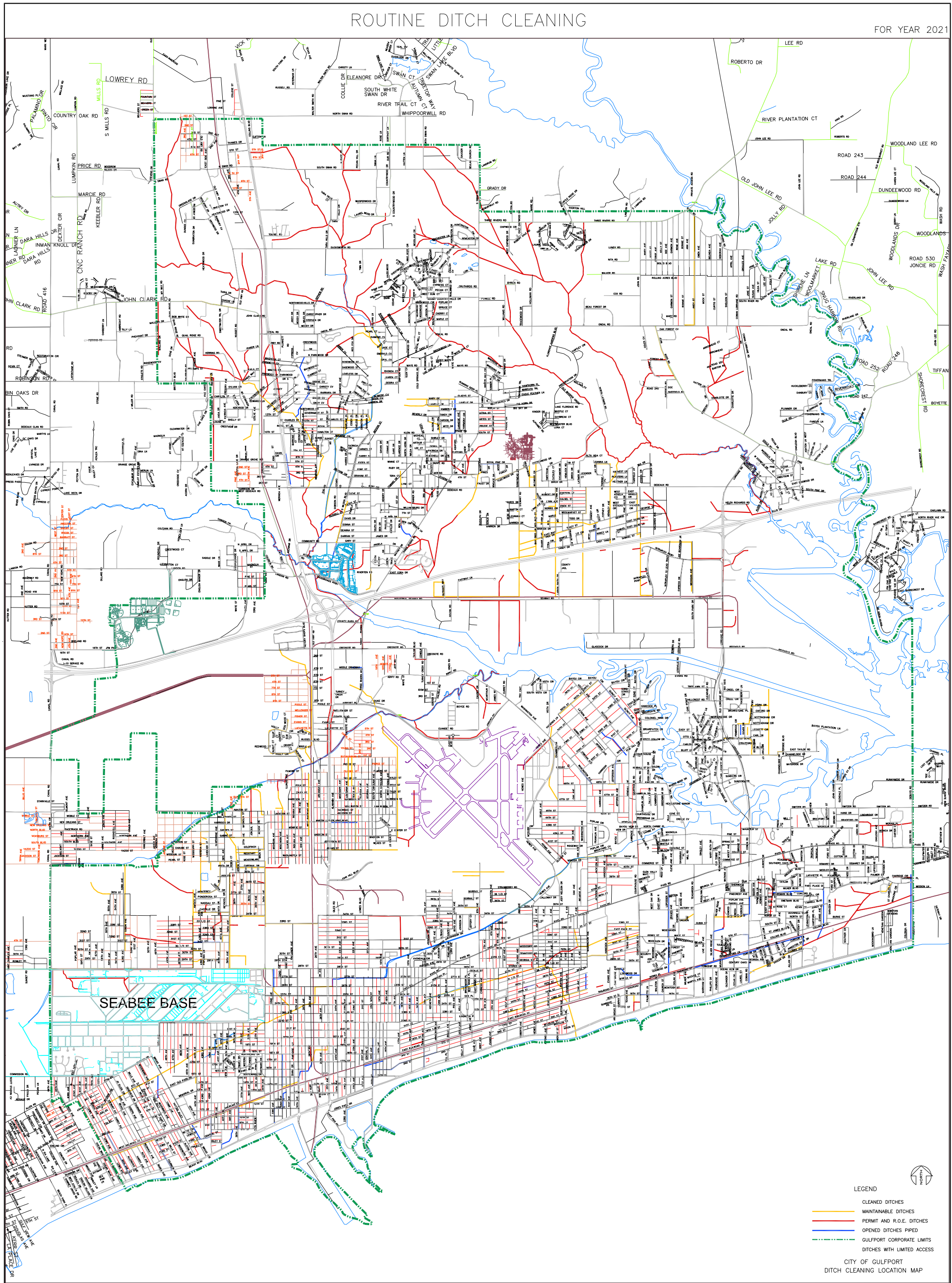
Streets & Drainage Construction Crew

Construction Crew

Project Name	SR#	Material Cost	Unit Price	
11 KIMBALL DRIVE	161038	\$22,035.24	\$62,604.00	\$40,568.76
MILL RD & W PINE ST	268187	\$1,658.30	\$25,599.00	\$23,940.70
COURTHOUSE RD & BAYOU CIR	271057	\$14,890.09	\$54,628.00	\$39,737.91
14040 Marie Rd	274082	\$342.49	\$4,440.00	\$4,097.51
BULLIS AVE & 20TH ST	275035	\$0.00	\$19,825.00	\$19,825.00
641 41st St	275882	\$832.00	\$8,325.00	\$7,493.00
100 BAYOU CIR	276730	\$21,366.31	\$57,468.00	\$36,101.69
13023 OLD HWY 49	279630	\$1,451.20	\$6,226.00	\$4,774.80
401 COWAN RD	280015	\$2,600.98	\$6,604.00	\$4,003.02
312 45th St	261712	\$8,714.70	\$9,440.00	\$725.30
2320 FARELL CIR	156428	\$7,195.80	\$17,459.90	\$10,264.10
2401 HALSEL ST	157471	\$11,684.61	\$19,557.00	\$7,872.39
11504 CARONDELET ST	258896	\$9,862.68	\$11,291.10	\$1,428.42
14283 DUCKWORTH RD	264188	\$1,333.60	\$6,510.00	\$5,176.40
46TH AVE & 31ST ST	268416	\$590.45	\$18,160.00	\$17,569.55
206 ALLISON CIR	270557	\$4,203.18	\$11,303.00	\$7,099.82
12 39th ST	253812	\$3,654.87	\$14,910.00	\$11,255.13
		\$112,416.50	\$354,350.00	\$241,933.50
Labor Cost	(Crew Leader-1, Asst Crew Leader-1, and Laborer-1)			\$ 213,425.60
Equipment & Fuel Cost				\$ 63,706.31
Labor Cost with Rain & Emergency Days Deducted	51 Rain Days, & 0 Emergency Days @ \$832.14/Day			\$ 170,986.46
Total Amount Saved				\$7,240.73
% Overall Savings				3%

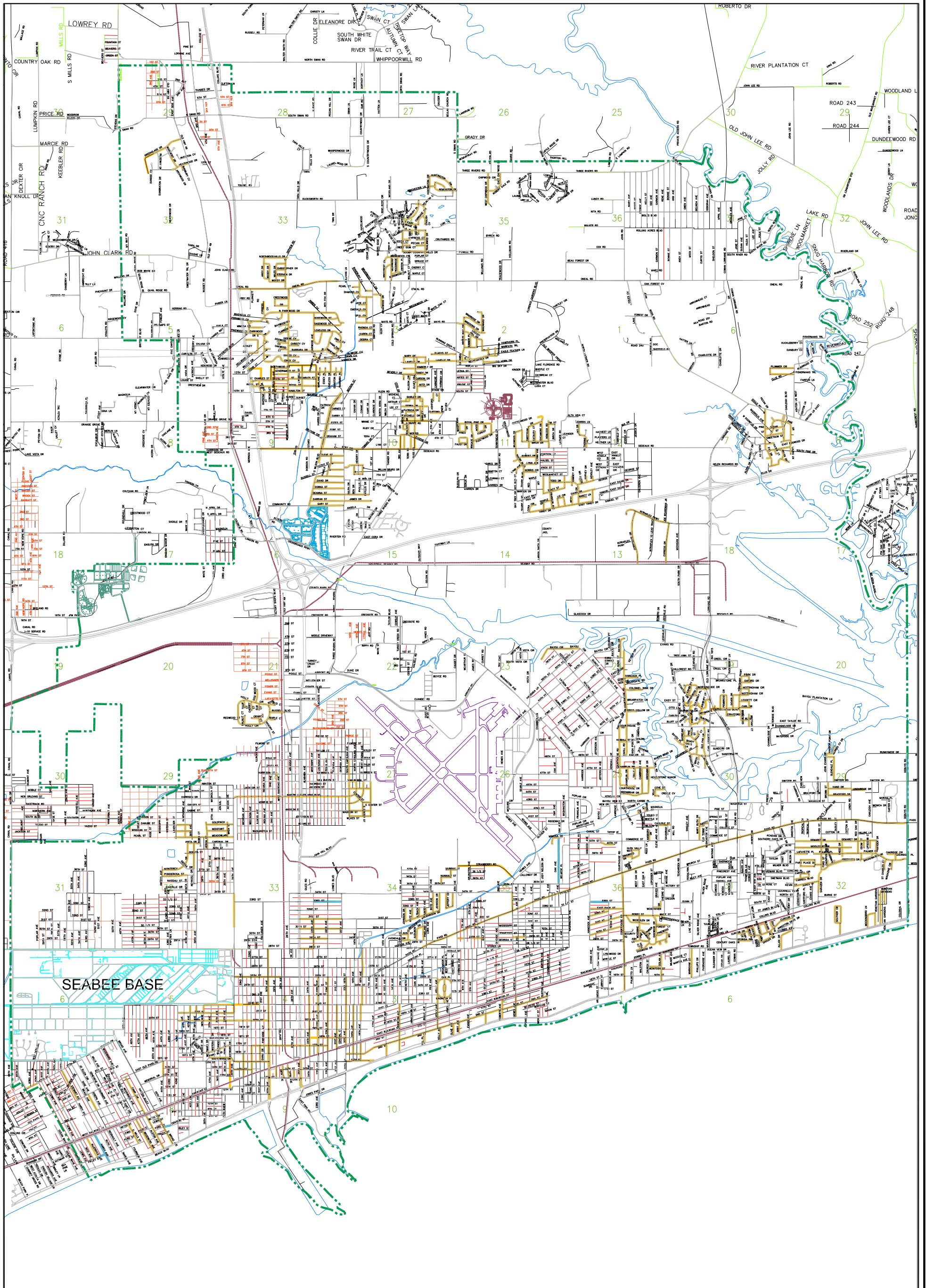
ROUTINE DITCH CLEANING

FOR YEAR 2021



ROUTINE STREET SWEEPING

For Year 2021



LEGEND

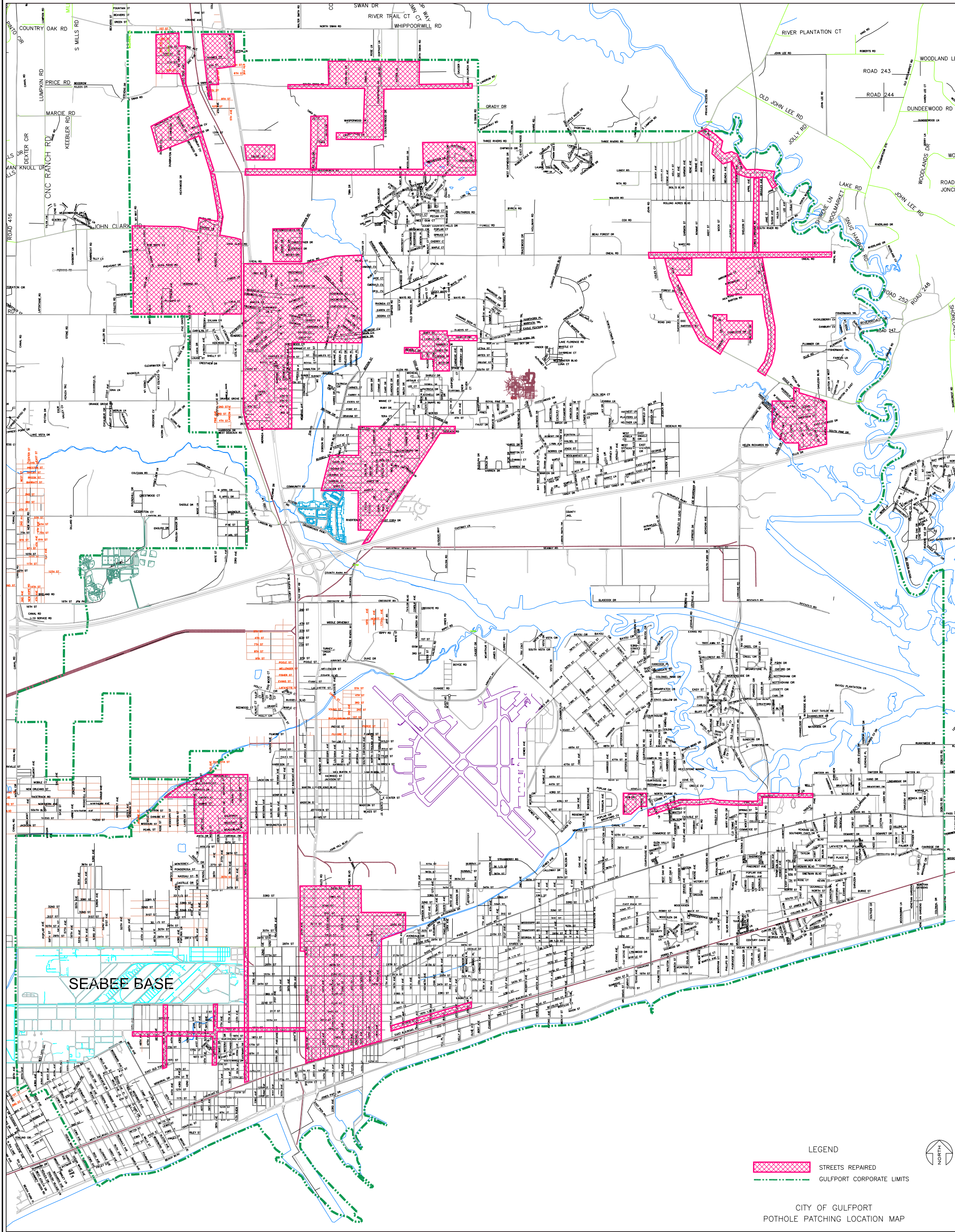
-  CURB & GUTTER ON ONE SIDE
-  CURB & GUTTER ON TWO SIDES
-  GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
CURB & GUTTER LOCATION MAP



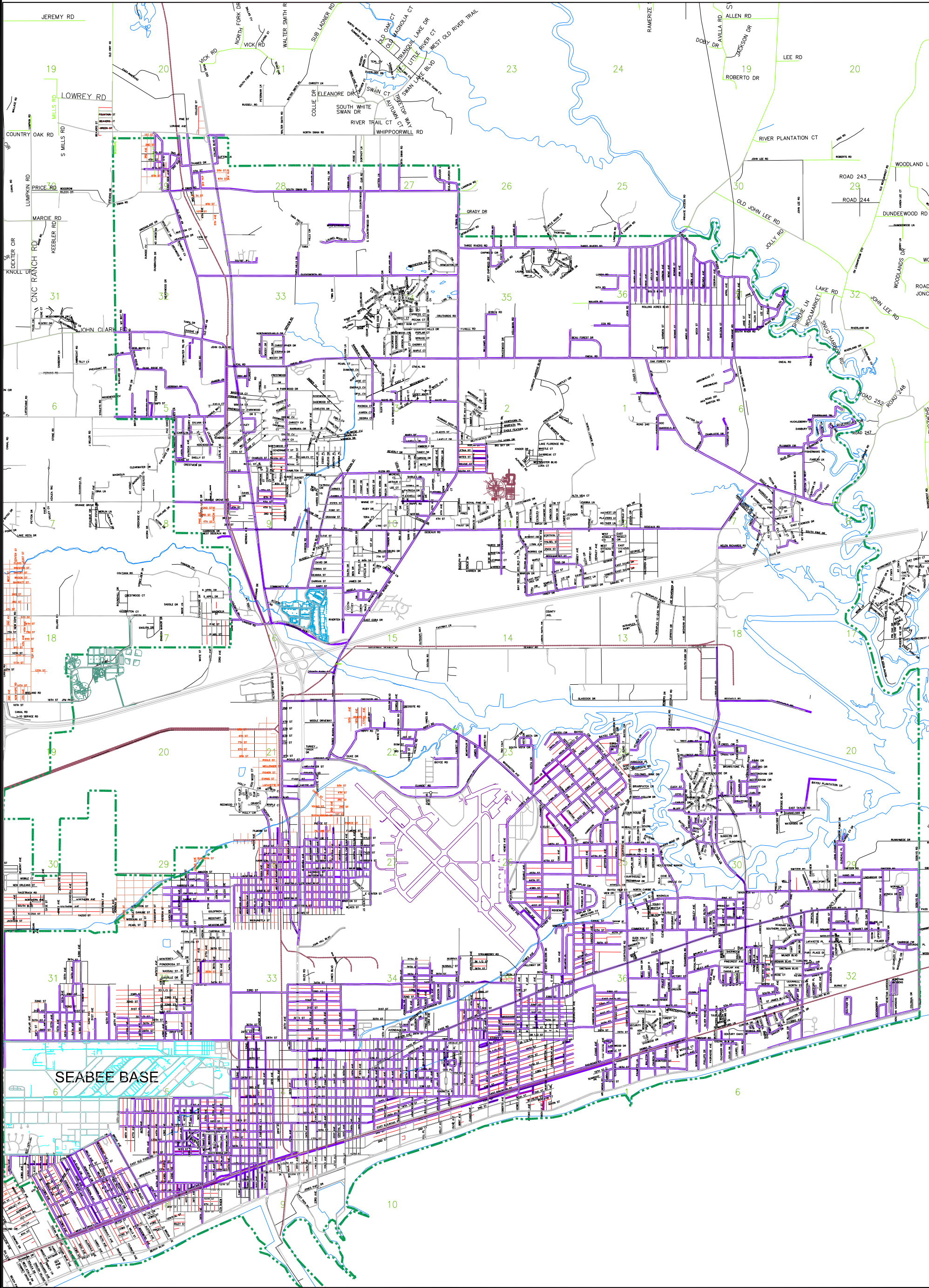
ROUTINE ASPHALT PATCHING

FOR YEAR 2021



ROUTINE GRASS CUTTING

FOR YEAR 2021



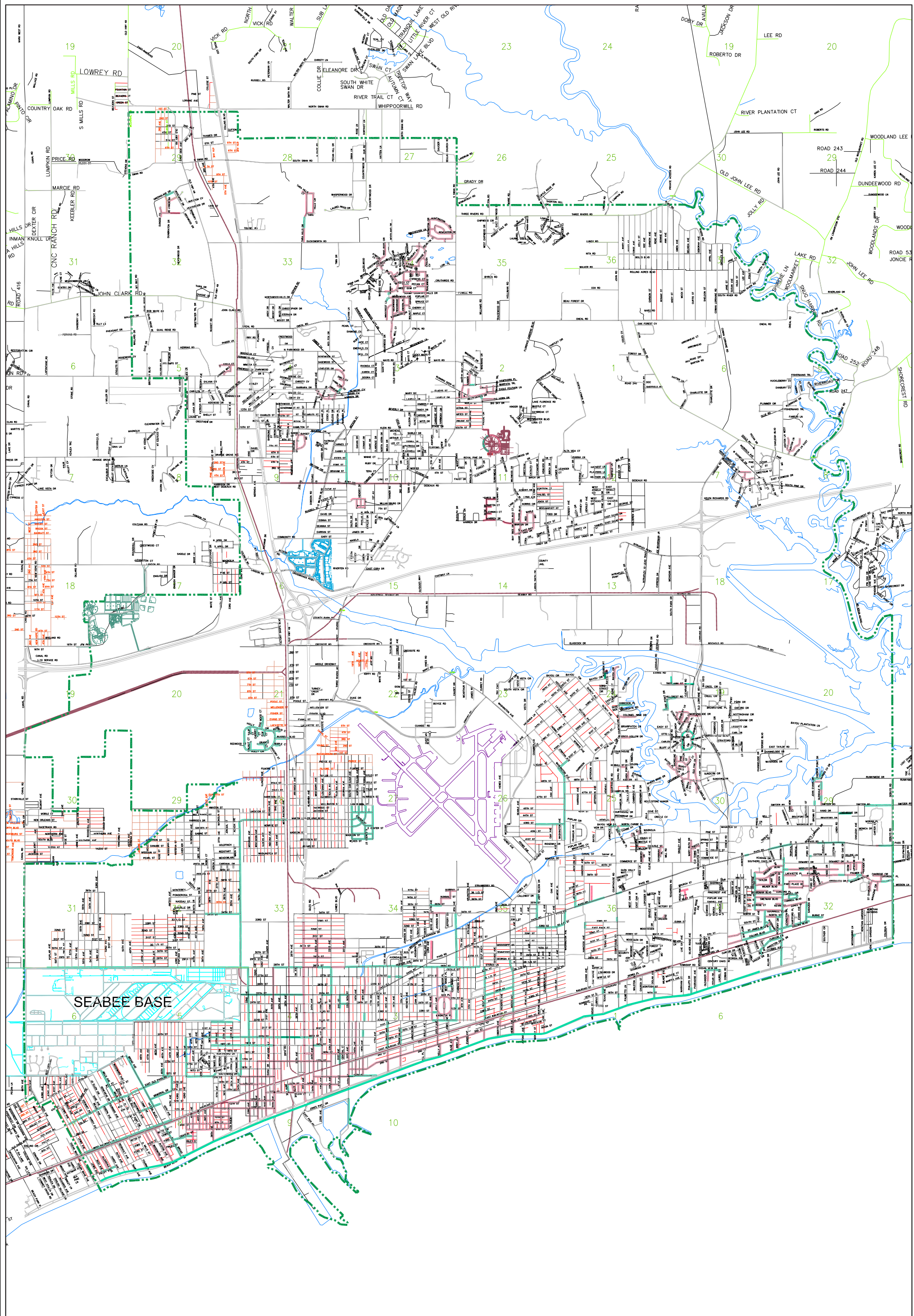
LEGEND

- GRASS CUTTING
- GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
GRASS CUTTING LOCATION MAP

ROUTINE SIDEWALK CLEANING

For Year 2021



LEGEND

- SIDEWALK ON ONE SIDE
- SIDEWALK ON TWO SIDES
- - - GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
SIDEWALK LOCATION MAP





INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
Gulfport, Mississippi

We have performed the procedures enumerated below on determining the results of the benchmark performance calculations included in the City of Gulfport, Mississippi's (the "City") Department of Public Works preparation of the H2O Innovation Operation & Maintenance, LLC (formerly Utility Partners, LLC) fiscal year ended September 30, 2021 Performance Report. The City's Public Works Department's management is responsible for the contents of the completed annual report.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose in determining the results of the benchmark performance calculations included in the City's Department of Public Works preparation of the H2O Innovation Operation & Maintenance, LLC for the fiscal year ended September 30, 2021 Performance Report. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

Procedures

- 1) Selected a sample of closed work orders called in by individual citizens between October 1, 2020 and September 30, 2021. The sample size was sufficient to achieve a 95% Confidence Interval and to allow for no more than a 5% Sampling Error Rate. The sample was selected from a population that excluded work orders initiated by City employees and customers with no contact information.
- 2) Delineated the sample to ensure that a proportionate number of Water and Sewer and Streets and Drainage work orders were selected. Further delineated, proportionately, the same samples in these two areas by ward.
- 3) Conducted a survey of the selected work orders to determine answers to the following questions:
 - a. Did the work completed resolve the type of problem?
 - b. Were the employees courteous at all times?
 - c. Was the work completed in a timely manner?
 - d. Was the job site properly cleaned at completion of work?
 - e. Once completed, did the project require rework?
 - f. Was the overall performance satisfactory or unsatisfactory?

Results

- 1) The overall results are as follows:

Number of citizens responding **380**

Overall satisfaction rate **92.6%**

These results have a margin of error of plus or minus 5%.

- 2) The breakdown of positive scores by questions, by ward, and by department is as follows:

	Resolution Question 1	Courtesy Question 2	Timeliness Question 3	Cleanup Question 4	No Rework Question 5	Overall Satisfaction Question 6	Totals
Water and Sewer Department							
Ward 1	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Ward 2	90.3%	96.8%	90.3%	93.5%	90.3%	93.5%	92.5%
Ward 3	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Ward 4	96.0%	100.0%	96.0%	96.0%	96.0%	96.0%	96.7%
Ward 5	87.5%	93.8%	75.0%	87.5%	81.3%	81.3%	84.4%
Ward 6	96.9%	100.0%	90.6%	90.6%	90.6%	96.9%	94.3%
Ward 7	94.9%	100.0%	97.4%	97.4%	100.0%	94.9%	97.4%
Average	95.1%	98.7%	92.8%	95.0%	94.0%	94.7%	95.0%
Streets and Drainage Department							
Ward 1	95.7%	100.0%	91.3%	91.3%	91.3%	91.3%	93.5%
Ward 2	85.3%	97.1%	85.3%	91.2%	82.4%	85.3%	87.8%
Ward 3	91.2%	94.1%	91.2%	91.2%	91.2%	91.2%	91.7%
Ward 4	94.6%	97.3%	91.9%	94.6%	94.6%	94.6%	94.6%
Ward 5	88.9%	94.4%	83.3%	83.3%	88.9%	88.9%	88.0%
Ward 6	75.0%	95.8%	79.2%	83.3%	83.3%	79.2%	82.6%
Ward 7	88.5%	96.2%	92.3%	100.0%	92.3%	92.3%	93.6%
Average	88.5%	96.4%	87.8%	90.7%	89.1%	89.0%	90.2%

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the specified elements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City of Gulfport's Public Works Department, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City of Gulfport, Mississippi, and is not intended to be and should not be used by anyone other than those specified parties. However, distribution of the report is at the discretion of the City of Gulfport or as required by law.

Mauldin & Jenkins, LLC

Macon, Georgia
May 31, 2022



INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
Gulfport, Mississippi

We have performed the procedures enumerated below with respect to determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City of Gulfport, Mississippi's (the "City") Public Works contracts with H2O Innovation Operation & Maintenance, LLC (formerly Utility Partners, LLC) for the fiscal year ended September 30, 2021. The City's Public Works Department's management is responsible for the completed inspection report records used to perform these procedures.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City's Public Works contracts with H2O Innovation Operation & Maintenance, LLC for the fiscal year ended September 30, 2021. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Our procedures and associated findings are addressed below.

Procedures

We selected a sample size of 60 reports from the Weekly Inspection Reports completed from October 1, 2020 through September 30, 2021, for the Streets and Drainage Division and Water and Sewer Division and performed the following procedures:

- 1) Determined that the inspector properly selected the sample from the reports as per the instructions on the Inspection Report.
- 2) Agreed the requested information to the Completed Requests Report (or Work Order).
- 3) Production and Response Time Benchmarks:
 - a. Agreed the date initialized and the date closed to the Request and Work Order reports.
 - b. Determined the mathematical accuracy of the number of working days from the date initialized and the date closed.
 - c. Determined that the inspector used the correct benchmark for the work performed.
 - d. Determined that the inspector's conclusion is accurate and properly documented.

-
- 4) Quality Benchmarks:
- Determined that pictures of the site are attached to the report (some are digital pictures that are maintained electronically).
 - Determined that construction activities were adequately described to support the inspector's conclusion.
- 5) Determined that all failed reports are signed and dated by the H2O Innovation Operation & Maintenance (H2O) supervisor and the City's representative.

Results

- 1) The overall results are as follows:

Number of Weekly Inspection Reports tested	<u>60</u>
Overall Benchmark Compliance Results	<u>100%</u>

- 2) The breakdown of positive scores by questions and department is as follows:

WEEKLY INSPECTION REPORTS	DIVISION	
	Water and Sewer	Streets and Drainage
Inspector correctly selected sample.	100.0%	100.0%
Request agrees to Completed Requests Report (or Work Order).	100.0%	100.0%
Date initiated and date closed agree.	100.0%	100.0%
Number of working days between date initialized and date closed is mathematically accurate.	100.0%	100.0%
Inspector used the correct benchmark.	100.0%	100.0%
Inspector's conclusion is accurate and properly documented.	100.0%	100.0%
Pictures of the site are attached to the report (or digitally maintained).	100.0%	100.0%
Construction activities were adequately described to support inspector's conclusion.	100.0%	100.0%
All failed reports are signed and dated by H2O supervisor and the City's Representative.	100.0%	100.0%
Average	100.0%	100.0%

Procedures

Selected a sample size of 60 reports from the total Daily Routine Maintenance Reports (there are five per day) completed from October 1, 2020 through September 30, 2021, for the Streets and Drainage Division for street sweeping, pot-hole patching, ditch cleaning, grass cutting, and sidewalk cleaning and performed the following procedures:

- 1) Production and Response Time Benchmarks:
 - a. Determined that the inspector used the correct benchmark for the work performed.
 - b. Determined that the inspector's conclusion is accurate and properly documented.
- 2) Quality Benchmarks:
 - a. Determined that pictures of the site are attached to the report.
 - b. Determined that construction activities were adequately described to support the inspector's conclusion.
- 3) Determined that all failed reports are signed and dated by the H2O supervisor and the City's Representative.

Results

DAILY INSPECTION REPORTS	Streets and Drainage
Inspector used the correct benchmark.	100.0%
Inspector's conclusion is accurate and properly documented.	85.0%
Pictures of the site are attached to the report (or digitally maintained).	100.0%
Construction activities were adequately described to support inspector's conclusion.	36.7%
All failed reports are signed and dated by H2O supervisor and the City's Representative.	100.0%
Average	84.3%

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the specified elements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City of Gulfport's Public Works Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City of Gulfport, Mississippi, and is not intended to be and should not be used by anyone other than those specified parties. However, distribution of the report is at the discretion of the City of Gulfport, Mississippi or as required by law.

Mauldin & Jenkins, LLC

Macon, Georgia
May 31, 2022



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and City Council

CC: Leonard Papania, CAO

Todd Harman, Finance

Bobby Knesal, Senior Vice President - H2O Innovation Operation & Maintenance, LLC

Ryan Busby, Project Manager - H2O Innovation Operation & Maintenance, LLC

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

WEM

Date: 7/06/2022

Re: Recommendation Regarding Release of Retainage to H2O Innovation Operation & Maintenance, LLC for Performance of Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2021

On July 19, 2022, the Department of Public Works will present the final report of performance of H2O Innovation Operation & Maintenance, LLC for the contract of Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2021. This report details and summarizes the results of benchmark and performance findings.

From these final calculations, the amount of retainage to be released or paid to H2O Innovation Operation & Maintenance, LLC is shown. Below is a copy of that matrix for each area.

H2O Innovation Operation & Maintenance, LLC will be then given 30 days to respond to the report.

On June 13, 2022, H2O Innovation Operation & Maintenance, LLC responded with the attached letter from Ryan Busby (H2O Innovation Operation & Maintenance, LLC Project Manager) accepting the report presented by our staff.

Based on the above information, I recommend releasing the amount from the invoices submitted by H2O Innovation Operation & Maintenance, LLC on June 13, 2022 and request the issuance of a special check in the amount of \$413,492.90

Division	Year 10 Cost	Retainage (5%)	Retainage Withheld by City	Employee Shortage Reimbursement	Retainage to be Released to H2O Innovation Operation Maintenance, LLC
Water & Sewer	\$4,793,859.23	\$239,692.94	\$0.00	\$0.00	\$239,692.94
Streets & Drainage	\$3,475,999.56	\$173,799.96	\$0.00	\$0.00	\$173,799.96
Total	\$8,269,858.79	\$413,492.90	\$0.00	\$0.00	\$413,492.90

DEPARTMENT OF PUBLIC WORKS

- Attachments:
1. Ryan Busby Letter dated June 13, 2022
 2. Invoice No. 2021-RET-WS from H2O Innovation Operation & Maintenance, LLC
 3. Invoice No. 2021-RET-SD from H2O Innovation Operation & Maintenance, LLC



4050 Hewes Avenue
Gulfport, Mississippi 39507
Office: (228) 868-5740
Fax: (228) 868-574

June 13, 2022

To: Wayne Miller
From: Ryan Busby
Subject: FY 2021 Performance Report for H2O Innovation

Mr. Miller,

After careful review of the performance report for fiscal year 2021, H2O Innovation proudly accepts the report and its findings for the year. There is always room for improvement, and we will continue to make strives to deliver better customer service and quality for the citizens of Gulfport. The report is a very useful tool in helping us identify areas which we can focus in order to improve, and we appreciate the effort the City takes in order to provide us with such a valuable resource.

Please find attached our invoice for retainage for the Water and Sewer Department in the amount of \$239,692.94 and the Streets and Drainage Department in the amount of \$173,799.96 for a total balance due of \$413,492.9

We appreciate the opportunity to provide service to the City of Gulfport and look forward to continuing our relationship and improving the level of service received by the citizens of Gulfport.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Busby', is positioned above the printed name.

Ryan Busby

Project Manager



APPLICATION FOR RELEASE OF RETAINAGE
June 13, 2022

INVOICE

Invoice No. 2021-RET-SD

CONTRACT FOR: Professional Services Contract for Streets & Drainage Maintenance and Operations for Work accomplished between October 1, 2020, and September 30, 2021

GULFPORT, CITY OF – STREETS & DRAINAGE DEPARTMENT

Gulfport Public Works Department

4050 Hewes Ave.

Gulfport, MS 39507

Retainage Held for Contract Year Oct 2020 through Sept 2021

\$ 173,799.96

Balance Due

\$ 173,799.96

CONTRACTOR'S Certifications:

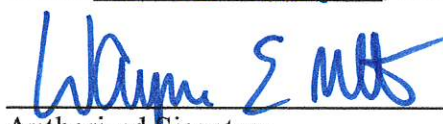
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 128 inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

H2O INNOVATION, OPERATION AND MAINTENANCE, LLC, CONTRACTOR

 _____ Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: 6-13-22, 2022

 _____ CITY OF GULFPORT – PUBLIC WORKS
Authorized Signature



APPLICATION FOR RELEASE OF RETAINAGE
June 13, 2022

INVOICE

Invoice No. 2021-RET-WS

CONTRACT FOR: Professional Services Contract for Water and Sewer Maintenance and Operations for Work accomplished between October 1, 2020, and September 30, 2021

GULFPORT, CITY OF – WATER & SEWER DEPARTMENT

Gulfport Public Works Department
4050 Hewes Ave.
Gulfport, MS 39507

Retainage Held for Contract Year Oct 2020 through Sept 2021 **\$ 239,692.94**

Balance Due **\$ 239,692.94**

CONTRACTOR'S Certifications:

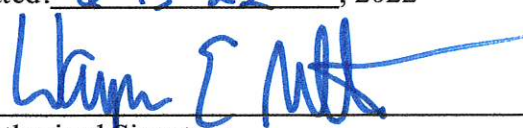
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 128 inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

H2O INNOVATION, OPERATION AND MAINTENANCE, LLC, CONTRACTOR

 _____ Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: 6-13-22, 2022

 _____ CITY OF GULFPORT – PUBLIC WORKS
Authorized Signature



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Jessica Versiga, Purchasing

CC: Mayor Billy Hewes
Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

Date: July 26, 2022

Re: Request Authority to Advertise for Construction Engineering and Inspection

– Project Number FBLD-9159-00(001)LPA 108419-801000, Harrison County
– Interconnecting Gulfport BUILD Grant

Attached for your consideration is the Advertisement for Construction Engineering and Inspection Services for the referenced project with proposals to be received on August 24, 2022. The scope of the services includes, but is not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed.

I recommend approval of this item.

Attachments: 1. Advertisement

City of Gulfport
Request for Proposal for Consulting Engineering Services
Interconnecting Gulfport – BUILD Grant

Legal Notice

The City of Gulfport (LPA) intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for the project shall be designed to install approximately 1.4 miles of a 4-lane boulevard roadway and approximately 1.6 miles of 2-lane roadway with lighting, storm drain improvements, multimodal paths, signals, raised median, roundabouts, and other street improvements. The project will extend from Poole Street north to the extension of Daniel Boulevard and the I-10 Service Road with an overpass over I-10, Project No. FBLD-9159-00(001)LPA 108419-801000, Harrison County, Mississippi. These services include the duties and responsibilities of construction engineering inspection, testing of materials, contract administration and other related activities necessary to properly oversee all construction activities in accordance with MDOT Local Public Agency Project Development Manual process.

Upon selection, negotiation, and execution of contract, the City anticipates the duration of the contract to be approximately four (4) years. The City anticipates executing the contract by approximately September 20, 2022.

To be considered, the “Expression of Interest” proposal must respond to all requirements of this Legal Advertisement. The recommended proposal length should not exceed twenty-five (25) pages, exclusive of appendices. The resumes (which should not exceed 2 pages per individual in length), SF-330 Part II, proof of State Licensure and certificates requirements, and other information not relevant to the requirements should be included in the appendices. The Consultant’s cover letter, table of contents, summaries and introductions, team organizational chart, past performances, and any other responses to the evaluation criteria should be included in the 25 pages. Pages should be numbered, single-spaced, one-sided, 8.5” by 11” with margins of at least one inch on all four sides. No more than five pages may be 11” by 17”, but they may count as two sheets each against the recommended 25 page maximum. Information within the recommended 25 page limit of the proposal should be complete and sufficient in scope for the selection committee to evaluate the Consultant. Also, all text information in the recommended 25 page limit should be shown in a readable font, size 12 points or larger. Headers, charts, and other graphics may be provided in a different font type and size providing they are legible. Section dividers, tabs, or similar means are recommended but are not counted as part of the recommended 25 page limit. These recommendations will be considered when evaluating the quality of proposal.

With the exception of the information to be supplied in the appendices, the “Expression of Interest” proposal should be divided into the following sections as listed below.

Consulting engineering firms (CONSULTANT) interested in providing these services may so indicate by furnishing the City four (4) copies and one (1) digital copy of an Expression of Interest which should consist of the following unless specifically stated otherwise:

1. The Prime CONSULTANT should provide a cover letter specifying the name and complete description of the Contract, the name of the Prime CONSULTANT and any of its Subconsultant(s), the name of an individual who will be the single point of contact throughout the selection process, the name of the project manager, the location and address of the managing office, and the location and address of the office(s) that may be assigned the work. Should any Subconsultant(s) be listed as team members, identify the roles of each of the team’s members. In addition, the CONSULTANT must note if this is a joint venture;

2. The CONSULTANT should provide a resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide a team organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements**. The team organizational chart should include each individual's name, job description (for the project), and company of employment. In addition, the CONSULTANT should provide proof that they have attended and received certification through MDOT for the Project Development Manual Training for Local Public Agencies;
3. The CONSULTANT should provide a description of similar type work completed during the past five (5) years which qualifies the consultant for this work. **Provide a detailed description of the role of the consultant and define whether the consultant was the prime or a subconsultant. Include in the description the amount of the consultant's contract for the work they provided for the project, the date the consultant's project was initiated, the consultant's scheduled completion date in accordance with the progress schedule, and when the consultant completed the work as stated in the contract. If the consultant's project was not completed on-time, identify any justifications.** The firm should provide contact information for each of the projects. This will include the name of the client and client's representative that can verify and discuss the project;
4. Provide any information to indicate that the team has the necessary resources, including available staff, to complete the project within the timeframe indicated above. The Consultant should indicate any other active and planned projects that any individuals, as listed on the organization chart (including any subconsultant(s)), are currently working to complete. The consultant should indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time.
5. The CONSULTANT should provide Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. If a firm has branch offices, complete the form for each specific branch office seeking work. In addition, this form should be completed for any subconsultants in the same manner. This form can be obtained at the following web-address:

[http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20\(SF\)%20330,%20Part%20II.pdf](http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf).

The City will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work;
2. Qualifications of the principals and professionals to be assigned;
3. The consultant's experience in working with projects involving public funding;
4. The extent of in-house capabilities of the firm; and
5. The consultant's size and capability of staff to perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.

The City reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required. The LPA reserves the right to reject any and all Proposals, discontinue Contract execution, and/or request additional information with any party at any time prior to final Contract execution.

The DBE goal is _____%.

CONSULTANTS may visit MDOT's website, www.gomdot.com, to view a complete list of "Certified DBE Firms" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP). The DBE firm must be on the Department's list of "Certified DBE firms" as

listed on MDOT's website, www.gomdot.com and approved by MDOT to count towards meeting the DBE goal.

The CONSULTANT should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23-1 (1972, as amended). Each page of the proposal that the CONSULTANT considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL." Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

To be considered, all replies must be received by the Purchasing Department, 1410 24th Avenue, Gulfport, MS 39501 on or before 10:00 a.m. August 24, 2022. Bids can be electronically received at www.gulfportmsbids.com The Expressions of Interest should be submitted and marked on the outside as "Interconnecting Gulfport – BUILD Grant Project CE&I Proposal"

This Legal Notice will appear in the Clarion Ledger and Sun Herald on August 5, 2022 and August 12, 2022.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: July 15, 2022

RE: Mast Arm Poles for Old Hwy 49 - Public Works

The Purchasing Department reviewed the quotes received on the above referenced item and determined ALL PHASE ELECTRIC to be the lowest and best bid for a total amount of \$51,355.00.

Purchase Order #229012 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Public Works - MAST ARM POLES FOR OLD HWY 49**PO # 229012**

QTY		ALL PHASE ELECTRIC		BLACKSTAR DIBERSIFIED ENTERPRISES		SENTRY SPORTS ATOZ	
17 FT SHAFT WITH 58' ARM AND A 45' ARM (INCLUDES ALL HARDWARE AND ANCHOR BOLTS)	1	\$ 27,580.00	\$ 27,580.00	\$ 25,532.00	\$ 25,532.00	\$ 36,590.00	\$ 36,590.00
17 FT SHAFT WITH A 50' ARM AND A 40' ARM (INCLUDES ALL HARDWARE AND ANCHOR BOLTS)	1	\$ 23,775.00	\$ 23,775.00	\$ 29,798.00	\$ 29,798.00	\$ 30,950.00	\$ 30,950.00
			\$ -		\$ -		\$ -
Total			\$ 51,355.00	\$ 55,330.00		\$ 67,540.00	



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: July 21, 2022

RE: Custom Display

The Leisure Services Department request permission to purchase a 16' x 16' octopus display for the Harbor Lights Show. This display is custom made by Universal Concepts and cannot be bid through the traditional informal bidding process.

The Purchasing Department researched other vendors for octopus displays and could not find a vendor that could provide the display we are wanting for this year's show.

Attached is a photo of the display we are wanting to purchase as well as the quote for your review.

Thank you for your consideration.

UNIVERSAL CONCEPTS

Estimate

www.christmasdecorandmore.com



ADDRESS

CITY OF GULFPORT
ACCOUNT PAYABLE
P.O. BOX 1780
GULFPORT, MS 39502

SHIP TO

CITY OF GULFPORT
JONES PARK
DELIVERY
GULFPORT, MS 39502

ESTIMATE #	DATE	
11942	07/08/2022	

SHIP VIA
BEST

SALES REP
UCI

ACTIVITY	QTY	RATE	AMOUNT
CUSTOM APPROX. 16' X 16' CUSTOM 3D OCTOPUS DISPLAY, SELF-STANDING, WITH GARLAND AND COMMERCIAL LED LIGHTING. SEE ILLUSTRATION ATTACHED. PLUS SHIPPING	1	28,650.00	28,650.00

IF YOU APPROVE THIS ESTIMATE, PLEASE SIGN AND SEND BACK.
THANK YOU.

TOTAL

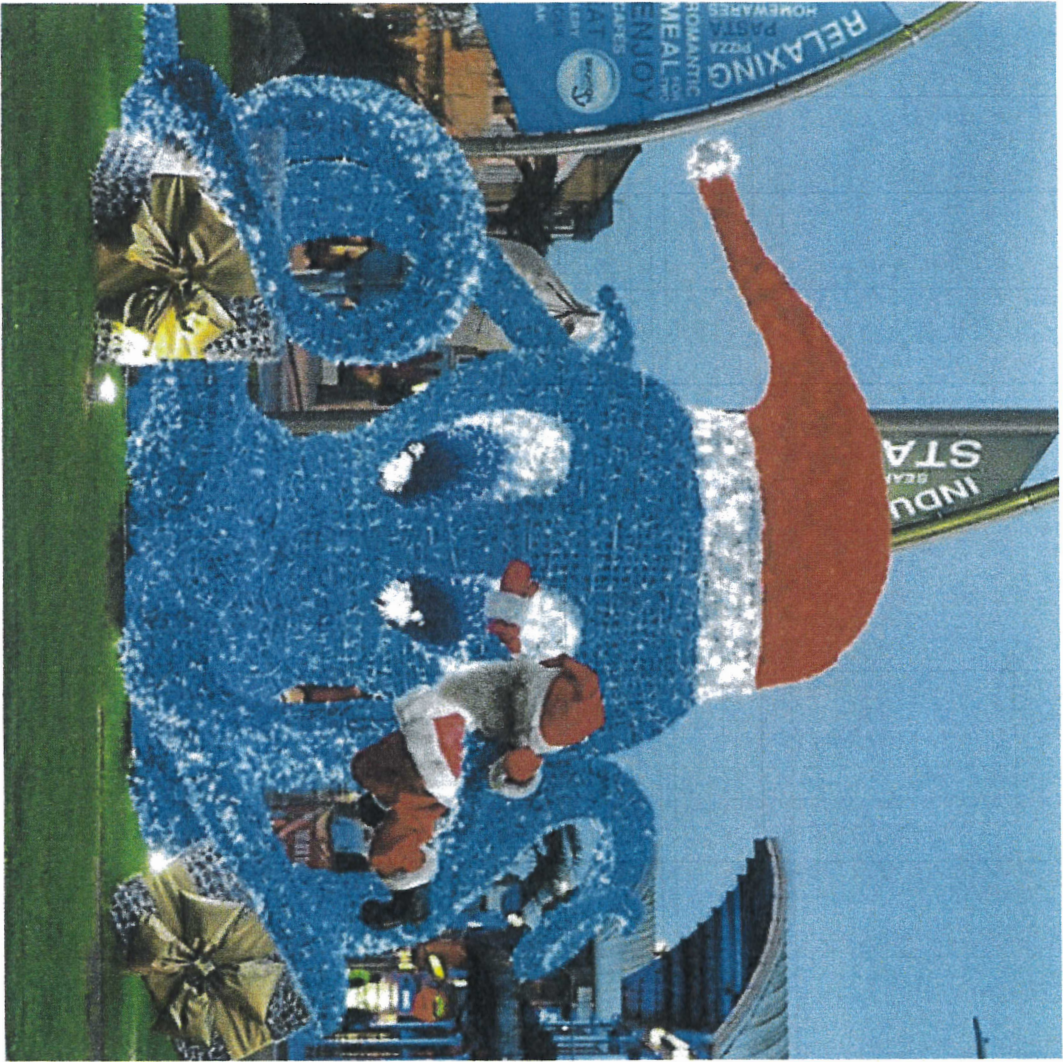
\$28,650.00

Accepted By

Accepted Date

www.christmasdecoandmore.com 800.522.0718

FAX 770.844.9972 sales@universalconcepts.info



STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between NATIONAL RAILROAD PASSENGER CORPORATION D/B/A AMTRAK, hereinafter referred to as “Lessee” or “Amtrak”, and THE CITY OF GULFPORT, a Municipal Corporation under the laws of the State of Mississippi, hereinafter referred to as “Lessor” acting by and through its Mayor and City Council (“Governing Authority”) pertaining to the premises hereinafter described, and for the purposes, and according to the conditions, hereinafter set forth:

WITNESSETH THAT:

WHEREAS, Lessor presently owns certain real property (“the leased premises”) which is situated in the City of Gulfport, in the First Judicial District of Harrison County, State of Mississippi, and located north of the CSX Railroad tracks and being more particularly described as follows:

3.6 AC(C) BEG AT INTER OF N MAR OF RAILROAD & E MAR OF 29TH AVE N ALONG RD 95 FT TO S MAR OF RAILROAD NELY ALONG RAILROAD 518 FT TO W MAR OF RAILROAD S ALONG RAILROAD 350 FT TO N MAR OF RAILROAD SWLY ALONG RAILROAD 370 FT TO POB; ALSO BEG 104 FT N OF NW COR OF BLK 162 ORIGINAL GULFPORT SUBD ON N MAR OF RAILROAD NELY ALONG RAILROAD 228.7 FT TO W MAR OF 26TH AVE N ALONG RD 81.2 FT TO S MAR OF RAILROAD NWLY ALONG RAILROAD 569.5 FT W 11.2 FT TO E MAR OF RAILROAD SLY ALONG RAILROAD 605.4 FT TO N MAR OF RAILROAD NELY ALONG RAILROAD 145.3 FT TO POB; LESS & EXCEPT PIECE LEASED TO CELUTEL OF BILOXI BEING: BEG 34.9 FT N & 41.5 FT W OF INTER OF N MAR OF RAILROAD & W MAR OF RAILROAD; and

WHEREAS, Lessor represents that it has the right to lease a portion of said properties (see Exhibit “A”, hereinafter collectively referred to as “the Leased Premises”), and has full authority to enter into this Lease in respect thereof, and agrees that upon performance of the covenants on the part of the Lessee to be performed hereunder, Lessee shall peaceably have quiet enjoyment of said Leased Premises; and

WHEREAS, Lessor, in an effort to assist in a construction project designed to improve the adjoining Amtrak rail platform (i.e., an industrial and/or commercial use), desires to lease the Leased Premises (north of the CSX railroad tracks) to Amtrak, to serve as a “lay down yard” in support of the said construction project, , in support of the said construction project; and

NOW THEREFORE, for and in consideration of the covenants and agreements herein set forth, Lessor does hereby lease and demise to Lessee the leased premises generally located at the northwest corner of the intersection of 26th Avenue and the CSX railroad tracks, also identified as a portion of Tax Parcel # 0811L-01-001.000 and depicted on the map attached hereto as Exhibit “A”, and the parties hereto agree to the following covenants, conditions, terms, and stipulations hereinafter set forth:

1. **Term.** The term of this Lease is for a period commencing on the date on which CSX Transportation issues a Notice to Proceed to Amtrak to proceed with the aforementioned construction project, and expiring five (5) months thereafter, and is renewable at the option of Lessee on a month-to-month basis at the conclusion of the initial five (5) month term. Lessee shall provide fifteen (15) days written notice of its need to extend the Lease for each additional month once the initial five (5) month term has expired. Notice shall be provided as herein required.

2. **Early Termination.** Lessor or Lessee may terminate this Lease Agreement at any time without cause upon fifteen (15) days written notice to the other party. Notice shall be provided as herein required.
3. **Rental.** The consideration for the term, and for the successive month, if exercised, shall be \$150.00 per month or part thereof, with first payment being due ten (10) days after the date upon which this Lease Agreement commences, and subsequent payments due on or before the 10th of each month thereafter during the term of this Lease.
4. **Use of Property.** The Leased Premises is to be used by Lessee and its subcontractors as a construction "lay down yard" in association with a pending construction project at the CSX platform located at the Depot building in downtown Gulfport.
5. **Improvements, Repairs and Maintenance.** Lessee shall be allowed to make minor/minimal changes/improvements to the Leased Premises to better suit its intended purposes (construction "lay down yard"), including, but not limited to ground maintenance, leveling and/or repair. Lessee shall be responsible to repair any damages caused by the Lessee other than ordinary wear and tear and shall be allowed to perform maintenance of the leased premises during Lessee's occupancy thereof. Any planned modification(s) to the Leased Premises (beyond the "minor/minimal changes/improvements" noted above) shall be submitted to the Lessor, or authorized representative, in writing, and Lessor shall have ten (10) days to object to such modifications. If no such objection is received, Lessee shall be allowed to proceed with the improvements.
6. **Insurance.** Lessee acknowledges that during the Term of this Lease Agreement (including any additional months during the month to month period) that it has control over the use and occupancy of the Leased Premises, it shall maintain, at a minimum, liability insurance on the leased premises, and shall carry insurance on its contents and personal properties located thereon. Lessor, the City of Gulfport shall be made an additional insured on the foregoing liability insurance policy. Lessee will self-insure to meet these insurance requirements. Proof thereof shall be submitted to the City at the commencement of the Lease.
7. **Lessee's Immediate Right of Entry.** It is understood that upon approval by the Governing Authority, and upon final signature to this Agreement, Lessee shall have full and immediate access to the Leased Premises.
8. **Indemnification.** Lessee and its agents, servants, employees, sub-contractors and representatives agree to fully defend, indemnify, and hold harmless the Lessor and the Lessor and their respective employees, agents, and officials with respect to and from and against any and all claims, demands, cause of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, that may arise out of or result from Lessee's use of the Leased Premises.
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:

Lessor: City of Gulfport
 Attn: Mayor
 2309 15th Street
 Gulfport, Mississippi 39501

WITNESS MY SIGNATURE on this the 14th day of July, 2022.

[Signature]
For and on behalf of
NATIONAL RAILROAD PASSENGER
CORPORATION D/B/A AMTRAK,
LESSEE

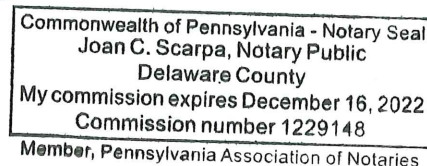
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

PERSONALLY CAME and appeared before me, the undersigned authority in and for the
jurisdiction aforesaid on this the 14th day of July, 2022,

Christopher W. Hartsfield, on behalf of NATIONAL RAILROAD PASSENGER
CORPORATION D/B/A AMTRAK, who acknowledged to me that he/she signed, executed and delivered
the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and
voluntary act and deed after first being duly authorized to do so.

[Signature]
NOTARY PUBLIC

My Commission Expires:



WITNESS the signature of the Mayor of the City of Gulfport as duly authorized by act of the
Mayor and members of the City Council, this the 8th day of June, 2022.

CITY OF GULFPORT, MISSISSIPPI –
LESSOR

BY: [Signature]
BILLY HEWES, MAYOR

ATTEST:

[Signature]
CLERK

Main Route for
access from Laydown
Area 1 to work area

Laydown Area 1

Main area of work

Other areas of work

Gulfport Station



This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

INDEXING INSTRUCTIONS: NE ¼ of the NW ½ of Section 9, Township 8,
Range 11, City of Gulfport, First Judicial District of
Harrison County, Mississippi

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** ("Agreement"), is made this 22 day of June, 2022 by and between the **CITY OF GULFPORT**, a corporation organized under the laws of the State of Mississippi, with an address at 2309 15th Street, Gulfport, MS 39501, ("**Grantor**") and the **NATIONAL RAILROAD PASSENGER CORPORATION**, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, having its headquarters at One Massachusetts Avenue, N.W., Washington, D.C. 20001 ("**Grantee**"), Grantor and Grantee are each referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of property located at 1419 27th Avenue, Gulfport, MS 39501 ("Grantor's Property"); and

WHEREAS, Grantee is the owner and operator of a passenger railroad system, and in connection with such system, owns or controls certain real property adjacent to the Grantor's Property; and

WHEREAS, Grantee has requested that Grantor grant a permanent non-exclusive easement over a portion of Grantor's Property and Grantor is willing to grant the non-exclusive easement to Grantee pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GRANT OF EASEMENT

1.1 Grant. Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee a permanent non-exclusive pedestrian and vehicular easement on, over, and through the Grantee's Property for the purpose of allowing the Grantee to operate passenger railroad service and allowing Grantee's passengers access for ingress and egress to board and alight trains on the railroad right of way adjacent to the Grantor's Property. The Grantor hereby grants to Grantee and its contractors access on, over, and through the Easement Area for the purpose of repairing and maintaining the platform and boarding areas of the adjacent railroad right of way. The Grantor's Property is described on **Exhibit A** and designated as the "Easement Area".

1.2 Acceptance. Grantee has inspected and accepts the Easement Area in its present condition, AS IS, WHERE IS. Grantee represents that no statements, guarantees, representations or warranties, either express or implied, with regard to condition, fitness for use, or as to any matter or thing affecting or related to the Easement Area have been made that are not specifically expressed herein. Grantee hereby waives, releases and discharges any claim Grantee may have against Grantor with respect to the condition of the Easement Area.

2. EASEMENT FEE; COSTS AND EXPENSES

2.1 Easement Fee. Upon execution of this Agreement by Grantor, Grantee shall pay Grantor the amount of One Dollar (\$1.00) in exchange for the Easement and rights granted hereunder (the "Easement Fee").

2.2 Recordation Taxes and Fees. Grantee shall pay, if applicable, for all transfer and recordation taxes, recording fees, and any and all other costs and expenses associated with the recordation of this Agreement.

3. GRANTEE'S EASEMENT AREA OBLIGATIONS

3.1 Grantee Operations. Grantee shall use the Easement Area in a careful, safe and orderly manner.

3.2 Permits and Licenses. The Rail Passenger Services Act (RPSA), 49 U.S.C. § 24101 et seq., is the federal statute that created the Grantee and it exempts the Grantee from local and state specific permits and licenses.

3.3 Compliance with Laws. Grantee, at its sole cost and expense, shall comply with all laws, ordinances, rules and regulations and requirements that are applicable to Grantee.

4. GRANTOR'S EASEMENT AREA OBLIGATIONS

Actions Affecting Easement Use. Except in any emergency situation, Grantor shall give Grantee notice of not less than 120 days if Grantor intends to modify Grantor's Property in any way that would impact the Easement or the Easement Area. In any emergency situation, Grantor shall notify Grantee as soon as practicable.

5. INDEMNIFICATION

Indemnification. To the full extent permitted by law, Grantee shall and shall cause its contractors to, indemnify, save harmless and defend Grantor, its officers, directors, employees, agents, subsidiaries and contractors (collectively, "Indemnified Parties") for, from and against all losses, damages, claims, demands, judgments, costs, expenses, injury, death, or disease to any person and for damage (including loss of use) to or loss of any property (collectively "losses and damages"), that would not have arisen or been incurred but for the (a) the Easement granted hereunder, (b) the use or occupancy of the Easement Area by Grantee or its contractors, or (c) failure by Grantee or any of its contractors or subcontractors to comply with any provision of this Agreement (collectively, the "Triggering Events"). The provisions of this section 5 will survive the termination of this Agreement with respect to such property damage or personal injury occurring prior to the termination of this Agreement.

6. INSURANCE

6.1 Insurance Required. Grantee and Grantee's contractors will procure and maintain during the term of this Agreement, at their own cost and expense, the insurance specified below. At Grantor's request, Grantee and its contractors will furnish Grantor evidence of the required coverage prior to Grantee's exercise of the Easement.

6.2 Grantee and Grantee Contractors Insurance Requirements

(a) Commercial General Liability Insurance covering liability of Grantee or its contractors with respect to operations on, occupancy and use of, the Easement Area or other Grantor property, and all obligations assumed by Grantee or its contractors under this Agreement. Coverage under this policy, or policies, will have limits of liability of not less than two million dollars (\$2,000,000.00), per occurrence and in the annual aggregate.

(b) Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, covering all employees of Grantee's Contractors and including Employer's liability coverage with limits of one million dollars (\$1,000,000.00) for each accident or disease. Grantee shall maintain Federal Employers Liability Act Coverage for Grantee employee injuries in lieu of Workers' Compensation Insurance with limits of two million dollars (\$2,000,000.00) per occurrence.

(c) Automobile Liability Insurance issued to and covering the liability of Grantee or its contractors arising out of the use of all owned, non-owned, hired, rented or leased

vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated. Coverage under this policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, for bodily injury and property damage liability.

6.3 Grantee shall meet the foregoing insurance requirements through its corporate self-insurance program.

6.4 Waiver of Subrogation. Except as otherwise provided herein, Grantor is not liable to Grantee, Grantee contractors or to any insurance company (by way of subrogation or otherwise) insuring the Grantee or its contractors for any loss or damage to any building, Grantee Improvement, structure, trains, equipment or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of any one or more of the Indemnified Parties, its agents or employees. Notwithstanding the foregoing, in the event that such waiver of subrogation is not available to Grantee or its contractors unless through the payment of additional premium therefore, Grantee or its contractors shall pay the additional premium necessary to obtain such waiver. The provisions of this Article will not limit the indemnification for liability to third parties pursuant to the Indemnification Section of this Agreement.

7. DEFAULT AND REMEDIES

7.1 Events of Default. If Grantee fails to perform or comply with any term or covenant contained in this Agreement and fails to cure such failure within ninety (90) days following receipt of written notice by Grantor giving notice of such default, or if such cure is not capable of being made with such ninety (90) day period, Grantee fails to commence to cure such failure within such ninety (90) day period and thereafter continue to duly prosecute such cure to completion, such will constitute an "Event of Default" by Grantee.

7.2 Remedies. Upon the occurrence of an Event of Default, Grantor may pursue any and all actions, rights or remedies available to Grantor at law.

7.3 No Waivers. No action or remedy taken or omitted by Grantor following an Event of Default will be deemed a waiver of such Event of Default and an express waiver of any particular Event of Default will not be deemed a waiver of any other Event of Default.

8. MISCELLANEOUS

8.1 Notices. Every notice, consent, approval, or other communication that may or is required to be given, served or sent by one party to the other party pursuant to this Agreement is required to be in writing and shall be given by United States certified or registered mail, return receipt requested, or by a nationally recognized overnight delivery service, with all delivery and postage prepaid. Notices are deemed to have been given on the day actually received or refused, or if unclaimed, on the third day following the day on which the same will have been sent by a nationally recognized overnight delivery service

or deposited with the United States Post Office. Any such communication if intended for Grantor will be addressed as follows:

City of Gulfport
City Hall
2309 15th Street
Gulfport, MS 39501
Attention: _____

With a copy to:

Office of the City Attorney
2309 15th Street
Gulfport, MS 39501

Any such communication if intended for Grantee will be addressed as follows:

National Railroad Passenger Corporation
30th Street Station
2955 Market Street, Mail-Stop, 5SW
Philadelphia, PA 19104
Attention: Senior Director - Real Estate Development

Either party may, any time, change its address for the above purposes by sending a written notice to the other party stating the change and setting forth the new address. Any notice that may or is required to be given by either party in connection with this Agreement may be given by such party's attorney.

8.2 Not a Joint Venture. It is understood and agreed that neither this Agreement nor the agreements herein contained are intended, nor are the same ever to be construed, so as to create a partnership by and between Grantor and Grantee, or to make Grantor and Grantee joint venturers, or to make Grantor in any way liable or responsible for the debts or losses of the Grantee.

8.3 No Change or Modification. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties hereto.

8.4 Incorporation of Terms. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The Parties hereby acknowledge and represent that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's

reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.

8.5 Severability. The provisions of this Agreement are severable and it is the intention of the Parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

8.6 Governing Law/Venue. This Agreement will be governed by and construed under the laws of the State in which the Easement Area is located, and all disputes related to this Agreement will be exclusively adjudicated in the federal courts with jurisdiction over the area in which the Easement Area is located.

8.7 Authority. Each Party hereby covenants that it has full power and authority to enter into this Agreement upon the terms and conditions set forth herein. Each of the persons executing this Agreement on behalf of each Party does hereby covenant and warrant that each person signing on behalf of Grantor or Grantee, as applicable, is authorized to do so and that no other actions are needed by such Party to make this Agreement valid and binding on such Party other than the execution and delivery by the person(s) executing this Agreement.

8.9 Brokers. Each party represents and warrants to the other that it knows of no real estate broker, salesperson or other party having a right to commission in connection with the transaction under this Agreement or who may be otherwise entitled to any payment or other compensation in connection with such transaction. Each agrees to indemnify and save the other harmless from any costs, expenses (including attorneys' fees) and liability resulting to the other as a result of any claims made by any broker or other party because of this transaction.

8.10 Lawfulness of Use. Neither any statement by Grantor in this Agreement as to Grantee's utilization of the Easement Area nor any consent of Grantor of such utilization will be deemed or construed to constitute a representation or warranty by Grantor that any such utilization that may be conducted in or on the Easement Area is lawful or permissible.

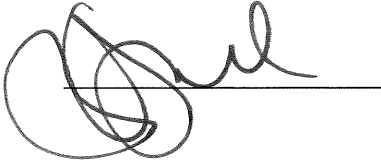
8.11 Covenants To Run With Land. The agreements and covenants contained herein will run with the land and this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

WITNESS:

CITY OF GULFPORT

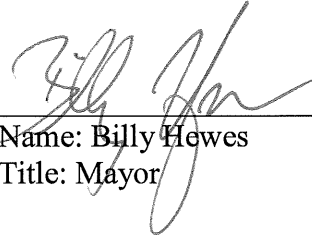
(Grantor)



By: _____

Name: Billy Hewes

Title: Mayor



NATIONAL RAILROAD PASSENGER CORPORATION

(Grantee)

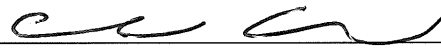
WITNESS:



By: _____

Christopher Hartsfield

Assistant Vice President of Properties

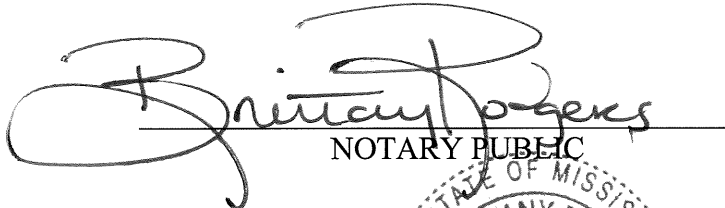


STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 22 day of June, 2022, BILLY HEWES, who acknowledged to me that he is the duly elected Mayor of the City of Gulfport 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 duly authorized to do so.

My Commission Expires:

8/12/2022



NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA)

) SS

COUNTY OF PHILADELPHIA)

I, Virginia Hart, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher Hartsfield, the Assistant Vice President of Properties of the NATIONAL RAILROAD PASSENGER CORPORATION, a District of Columbia corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such

Assistant Vice President, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20 day of July, 2022

Notary Public

My Commission Expires:

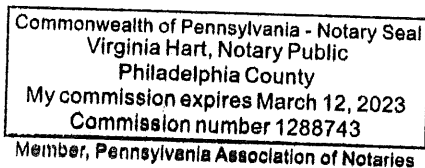


EXHIBIT A

DESCRIPTION OF EASEMENT AREA

BEG AT NW COR OF BLK 162 ORIGINAL GPT S 73 DG W 52 FT SLY 15 FT WLY 20 FT TO POB SLY 203.6 FT TO N MAR OF 14TH ST W ALONG ROAD 96.4 FT TO E MAR OF RR N ALONG RR 218 FT TO S MAR OF RR WLY 49 FT SLY 45 FT ELY 40 FT TO POB PART OF NE 1/4 OF NW 1/4 OF SEC 9-8-11

And

COM AT NW COR OF BLK 162 ORIGINAL GPT S 73 DGS W 52 FT TO POB S 73 DGS W 115.2 FT N 32.2 FT N 73 DGS E 106.4 FT S 14 DGS E 25.2 FT TO POB BEING PART OF NE1/4 OF NW1/4 OF SEC 9-8-11

LESS AND EXCEPT ANY PORTIONS OF THE SAID EASEMENT AREA LOCATED WITHIN THE DEPOT STRUCTURE LOCATED ON THE PROPERTY.

EXHIBIT B

EASEMENT USE

Subject to the terms and conditions of the Agreement, the Easement may be used by Grantee in perpetuity for the following purposes (collectively, the “Use”):

- 1) Grantor hereby grants to Grantee a permanent non-exclusive pedestrian and vehicular easement on, over, and through the Grantee’s Property for the purpose of allowing the Grantee to operate passenger railroad service and allowing Grantee’s passengers access for ingress and egress to board and alight trains on the railroad right of way adjacent to the Grantor’s Property.
- 2) The Grantor hereby grants to Grantee and its contractors access on, over, and through the Easement Area for the purpose of repairing and maintaining the platform and boarding areas of the adjacent railroad right of way.

MEMORANDUM OF UNDERSTANDING

Mississippi Power Company & City of Gulfport

WHEREAS, from time to time, as emergency circumstances require, Mississippi Power Company ("MPC") requires use of large paved areas to use as staging areas for emergency power restoration efforts; and

WHEREAS, the parking area at or near the soccer fields at the Gulfport Sportsplex fulfills, in part (a similar Agreement has been or will be executed by the City's tenant, Gulf Island Water Park), the needs of MPC during an emergency situation; and

WHEREAS, as a benefit to the public and, in particular, a benefit to the citizens of Gulfport, the City of Gulfport desires to allow MPC to use the said parking area at or near the soccer fields at the Gulfport Sportsplex for emergency staging in order to facilitate more efficient restoration of power to the residents and businesses of the City of Gulfport (a commercial purpose) according to the terms and provisions of a Memorandum of Understanding between the City and MPC, as follows.

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. This Memorandum of Understanding ("MOU") is between the City of Gulfport ("the City") and Mississippi Power Company ("MPC") and is intended to generally describe the provision of support to MPC by the City in the event of an emergency that necessitates a large response by MPC and other similar entities assisting MPC and, therefore, the need for large paved areas to be used for emergency staging.
2. This MOU is not intended by itself to create any legal duties or obligations on either party that do not or would not otherwise exist by law, contract, or interactions between or among the parties outside of this MOU.
3. The City agrees to provide access to and use of the soccer field parking lot at the City's Sportsplex upon reasonable (as determined by the circumstances) notice to the Mayor, the City's Chief Administrative Officer or their respective assistants.
4. With respect to this MOU, it is understood the City is not an agent or representative of MPC and MPC is not an agent or representative of the City. Nothing in this MOU is intended to grant or create any rights or provide any benefits to any third party that would otherwise not exist but for this MOU. Also, no joint venture and no independent or new association, partnership, or entity is created by this MOU. It is further understood and agreed that actions of the parties in connection with this MOU are those taken as independent contractors and not as employees, agents, or partners of the other party; that neither party waives any immunities afforded to them or to which they may be entitled by law or otherwise; and that this MOU does not usurp, abrogate, or limit any discretionary or statutory authorities of either party. Each party to this MOU shall be responsible for its own acts and/or omissions and those of its agents, servants, and employees.

5. MPC agrees to hold harmless and defend the City, it's agents, successors, officers, employees and assigns, from any and all liability of any kind whatsoever for any personal injury or damages to any property only on account of the actions or inactions of MPC, its agents, successors, employees and assigns or arising out of MPC's use of the City's property. It is specifically understood and agreed that MPC's obligation to hold harmless and defend the City is limited to the period of time during which MPC is on or using all, or a part of, the City's property (i.e., the soccer parking area at the Gulfport Sportsplex, 16802 16th Street, Gulfport, MS 39503).
6. It is further specifically understood and agreed that MPCs hold harmless and defense obligation does not extend to, or will in any way compensate, any of the City's loss of revenue, income, profits or any other consequential damages incurred by the City arising from, in connection with or resulting from MPC's use of the City's property. It is the intent of this agreement to only hold harmless and defend the City for personal injury and property damage in the scope detailed above.
7. MPC further agrees to repair any damages to the City's property caused by MPC, its agents, successors, employees or assigns arising out of MPC's presence on or use of the City's property.
8. This agreement will remain valid for a period of three years from the last date of signature and can be terminated at any time by either party with thirty (30) days written notice; provided, however, this agreement may not be terminated if MPC is using the City's property or if a named tropical system is in the Gulf of Mexico or predicted to be in the Gulf of Mexico within seven (7) days of the date of notice.

MISSISSIPPI POWER COMPANY

BY:

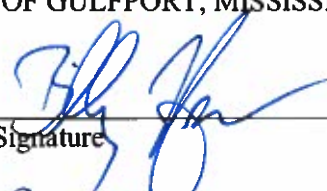

Jeff Stone, Vice President

July 13, 2022

Date

CITY OF GULFPORT, MISSISSIPPI

BY:


Signature

June 22, 2022

Billy Hewes, Mayor
Printed Name / Title



Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1A

DISTRIBUTION B. Distribution authorized to U.S. Government Agencies; Administrative Use; 25 Oct 16. Other request for this document shall be referred to NSWC Crane, 300 Highway 361, Code JXQS, Crane, IN 47522.

1a. Federal/State/Local Law Enforcement Agency Name: GULFPORT POLICE DEPARTMENT 1b. Agency Mailing Address: P.O. BOX 5 (Shipping)-2220 15TH STREET GULFPORT, 39501 GULFPORT, State: MISSISSIPPI Zip Code: 39502	2. Agreement Number: N00164LE1228-22
	3. Agreement Start/Renewal Date: NEW CONTRACT
	4. Agreement Termination Date: NEW CONTRACT
	5. Estimated Total Cost (See paragraph III Terms and Conditions below: \$4,800.00

7. Statement of Supplies to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-18, Night Vision Pocketscope, NSN: 5855-01-433-1217, Replacement Value \$3,000 Each	16	\$300.00	\$4,800.00
Serial Numbers: TO BE DETERMINED			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
			Total \$4,800.00

8. Points of Contact

Federal/State/Local Law Enforcement Agency Official (Name): MAYOR BILLY HEWES Phone: (228) 868-5906 POC: Commander Greory Peleaz Fax: (228) 868-5905 Email: gpeleaz@gulfport-ms.gov	Government Law Enf Electro-Optics Loan Program Manager (Name): Scott Arthur Phone: 812-854-6650 Fax: 812-854-8559 Email: scott.arthur@navy.mil
Government Law Enf Electro-Optics Loan Program Assistant (Name): Debbie Owens, CTR Phone: 812-854-4439 Fax: 812-854-8559 Email: debbie.owens.ctr@navy.mil	Government Law Enf Electro-Optics Loan Program Assistant (Name): Phone: Fax: Email:

I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between GULFPORT POLICE DEPARTMENT, hereinafter referred to as Federal/State/Local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as NAVSURFWARCENDIV Crane. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and NAVSURFWARCENDIV Crane Instruction 5700.1, Subj: "Law Enforcement Electro-Optics Loan Program". The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is **12 Months** from the date of execution.

III. ESTIMATED COST AND FUNDING

A. With respect to State/Local law enforcement agencies, NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment prior to receipt of said equipment. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for loaning the equipment is: **\$4,800.00**

C. Amounts actually charged the Federal/State/Local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R (DoD FMR) and any applicable local instruction.

D. The Federal/State/Local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, NAVSURFWARCENDIV Crane will notify the Federal/State/Local law enforcement agency of the additional funding required. The Federal/State/Local law enforcement agency shall provide NAVSURFWARCENDIV Crane the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by NAVSURFWARCENDIV Crane. Failure of the Federal/State/Local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. With respect to state and local agencies, upon conclusion of performance, NAVSURFWARCENDIV Crane will reconcile the State/Local law enforcement agency's account to determine actual charges. The NAVSURFWARCENDIV Crane will refund any balance due on the Agreement to the State/Local law enforcement agency. With respect to federal agencies, NAVSURFWARCENDIV Crane will reconcile the obligation status of the Federal law enforcement agency's funds as required by the DoD FMR and, if necessary, deobligate unused funds as required by the Economy Act (31 U.S.C. § 1535) and the DoD FMR. Nothing in this Agreement shall give the Federal/State/Local law enforcement agency the right to audit the books of NAVSURFWARCENDIV Crane.

D. [Federal agencies only] This Agreement does not document the obligation of funds between the Parties. Any obligation of funds will be accomplished using the appropriate funding document of the Federal law enforcement agency. The obligation of funds is subject to the availability of appropriated funds and shall be in accordance with the DoD FMR.

IV. METHOD OF PAYMENT

[State/Local agencies] Checks should be made payable to: "NAVSURFWARCENDIV Crane" and shall include Agreement number denoted in Block 2 of this agreement. [Federal agencies] Funds will be provided by Military Interdepartmental Purchase Request (MIPR) DD 448.

The signed agreement and check, if applicable, shall be forwarded together in one envelope to:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: D. Owens
Crane, IN 47522

V. PROVISION OF EQUIPMENT

A. NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, either oral or by e-mail, shall be sent to:

Mr. Scott D. Arthur
812-854-6650
scott.arthur@navy.mil

Written requests should be addressed as follows:

Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: Scott Arthur
Crane, IN 47522

B. Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.

C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph A. above.

D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable. With respect to Federal agencies, the period of this Agreement will not be extended for any such period of time.

E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting Federal/State/Local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.

F. The Federal/State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost or stolen. Federal/State/Local law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

VI. RESOURCES PROVIDED BY GOVERNMENT

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel will not be made available for the operation of any loaned equipment and shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement. MAYOR BILLY HEWES on behalf of Federal/State/Local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of NAVSURFWARCENDIV Crane are the only persons authorized to approve changes in any of the terms of this Agreement.

VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

A. [State/local agencies only] The State/Local law enforcement agency agrees, to the extent permitted under state laws of Mississippi, on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims (*including reasonable expense of litigation or settlement*) by third persons (*including employees of the State/local law enforcement agency*) for death, bodily injury (*including sickness or disease*) or loss of, damage to, or loss of use of property;

B. [State/local agencies only] NAVSURFWARCENDIV Crane will not be liable for any damages whether direct or consequential. All equipment provided under this agreement shall be provided without any expressed or implied warranties;

C. The Federal/State/Local law enforcement agency is responsible for lost, stolen or damaged equipment, the replacement value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;

D. [State/local agencies only] Nothing in this agreement changes any terms or conditions of any existing contract the State/Local law enforcement agency may have with NAVSURFWARCENDIV Crane.

IX. CANCELLATION/SUSPENSION

A. NAVSURFWARCENDIV Crane reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by NAVSURFWARCENDIV Crane. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by NAVSURFWARCENDIV Crane to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States so requires or to protect public health or safety.

B. Appreciating the consequences of such a decision, NAVSURFWARCENDIV Crane will attempt to mitigate any cancellation or suspension of this Agreement. However, NAVSURFWARCENDIV Crane cannot be held liable for any cost accruing to the State/Local law enforcement agency as a result of any cancellation or suspension.

X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

A. The Federal/State/Local law enforcement agency may terminate this Agreement upon 14 Business days written notice to NAVSURFWARCENDIV Crane. If the Federal/State/Local law enforcement agency elects to cancel this Agreement, the Federal/State/Local law enforcement agency shall remain responsible for all costs incurred by the NAVSURFWARCENDIV Crane up to the date of receipt by NAVSURFWARCENDIV Crane of its termination notice and return of all equipment.

B. [State/local agencies only] The rights and remedies of NAVSURFWARCENDIV Crane provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by NAVSURFWARCENDIV Crane Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the Federal/State/Local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the Federal/State/Local law enforcement agency furnishes the NAVSURFWARCENDIV Crane Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The Federal/State/Local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.

XII. MISHAP INVESTIGATIONS

In the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the Federal/State/Local law enforcement agency agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

XIII. GOVERNING LAW

Irrespective of the place of performance or signing of this Agreement, this Agreement shall be governed by and interpreted only in accordance with Federal law and regulations.

XIV. ORDER OF PRECEDENCE

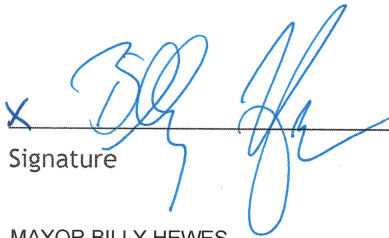
The rights and obligations of the parties to this Agreement shall be subject to and governed by these Agreement clauses and the other documents incorporated by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- Agreement provisions including clauses.
- Other documents incorporated by reference.

XV. SIGNATURES AND APPROVALS

ACCEPTANCE OF AGREEMENT on behalf of

BY:

x 

Signature

July 20, 2022

Date

MAYOR BILLY HEWES

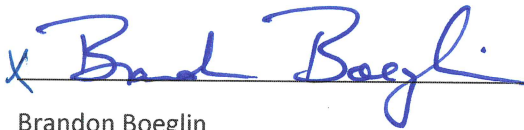
Type Name and Title

GULFPORT POLICE DEPARTMENT

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane

BY:

x 

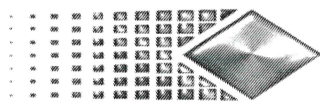
Brandon Boeglin
By direction
NSWC Crane

7 Jul 2022

Date

XVI. ENTIRE AGREEMENT

This Agreement with all attachments constitutes the entire Agreement of the parties and no oral or other representations shall be binding.



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COPIER SERVICE AGREEMENT

Account # 045300 Customer Name CITY OF GULFPORT
 Contract # MC 17560 Address or Location P O BOX 1780
 City, State, Zip GULFPORT, MS 39502 Phone # _____

SEE ATTACHMENT FOR LIST OF MACHINES COVERED UNDER THIS AGREEMENT

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$125.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every SEE ATTACHED color copies and one toner for every SEE ATTACHED black copies. Any toner used above these limits will be chargeable at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

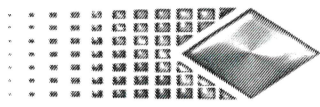
- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, the contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 8/1/2022 Contract Type: X Monthly Quarterly Semi-Annually Annually
 Black Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .013
 Color Base Rate \$ Copy Allowance Overage Rate CPC Rate
 Exceptions to this Agreement: (8) BROTHER MFC-L6900DW

Purchase Order # _____ Beginning Meters: B/W _____ Color _____
 Signature: [Signature] Title: Mayor Date 7/20/22



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR PRINTER SERVICE AGREEMENT

Account # 045300 Customer Name CITY OF GULFPORT
 Mach ID# see attached Address or Location P O BOX 1780
 Contract # MC 17560 City, State, Zip GULFPORT, MS 39502 Phone # _____
 Install Date 5-3-17 Model # see attached Serial # see attached

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$125.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every see attached color copies and one toner for every see attached black copies. Any toner used above these limits will be chargeable at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

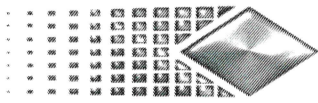
- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, the contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 8/1/2022 Contract Type: X Monthly Quarterly Semi-Annually Annually
 Black Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .019
 Color Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .117
 Exceptions to this Agreement: (5) BROTHER MFC-L9570CDW

Purchase Order # _____ Beginning Meters: B/W _____ Color _____
 Signature: [Signature] Title: Mayor Date 7/20/22



SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR COPIER SERVICE AGREEMENT

Account # 045300 Customer Name CITY OF GULFPORT - GULFPORT LEISURE SERVICES
Mach ID# 10357 Address or Location SPORTSPLEX - 17200 16TH ST, BLDG D
Contract # MC 17560 City, State, Zip GULFPORT, MS 39501 Phone # _____
Install Date 8/2/2018 Model # SHARP MX-3050V Serial # 7505335Y

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$125.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 21,600 color copies and one toner for every 36,000 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

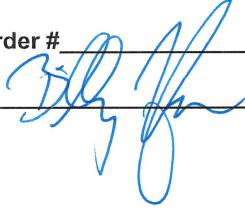
- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 5/1/2022 Contract Type: ☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
Black Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .012
Color Base Rate \$ SEE CPC RATE Copy Allowance N/A Overage Rate N/A CPC Rate .074

Exceptions to this Agreement:

Purchase Order # _____ Beginning Meters: B/W _____ Color _____
Signature:  Title: Mayor Date 7/20/22

COPIERS ATTACHED TO AGREEMENT

Account # 045300 Customer Name CITY OF GULFPORT

Contract # 17560 Beginning Date 8/1/2022 Expiration Date _____

Mach ID	Model	Serial #	Toner Yield	Location of Equipment
2515	MFC-L6900DW	J6N291442	18,000	WESTSIDE COMMUNITY CENTER
2512	MFC-L6900DW	J6N291412	18,000	GASTON POINT COMMUNITY CENTER
2514	MFC-L6900DW	J6N291443	18,000	GASTON HEWES REC CENTER
2513	MFC-L6900DW	J6N290485	18,000	LYMAN COMMUNITY CENTER
2554	MFC-L6900DW	M6N362736	18000	HERBERT WILSON REC CENTER
2553	MFC-L6900DW	M6N362696	18,000	HANDBORO COMMUNITY CENTER
2551	MFC-L6900DW	M6N362740	18,000	FRANCIS COLLINGS FITNESS CENTER
2552	MFC-L9570CDW	C7J123632	18,000	ORANGE GROVE COMMUNITY CENTER
2547	MFC-L9570CDW	C7J123632	B-8100 / C-8100	CITY ARBORIST OFFICE
10269	MFC-L9570CDW	M7J208660	B-8100 / C-8100	WESTSIDE COMMUNITY CTR
10750	MFC-L9570CDW	E8J247753	B-8100 / C-8100	CEMETARY DEPT
10816	MFC-L9570CDW	M8J343640	B-8100 / C-8100	SENIOR CENTER
10357	MX-3050V	7505355Y	B-36000 / C-21600	SPORTSPLEX
11075	MFC-L9570CDW	A0J492847	B-8100 / C-8100	SPORTSPLEX



STATE OF MISSISSIPPI
JONATHON TATE REEVES, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Gulfport Mississippi / Leisure Services

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.

- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: May 1, 2022 to June 30, 2023

SIGNED - HOST AGENCY

Name of Agency: City of Gulfport Mississippi Leisure Services

Address: 135 Courthouse Road, Gulfport, MS 39507

(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: _____

(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: (228) 868-5881 Fax number: (228) 868-5800

Federal Employer Identification Number: 64-6000413 State: Mississippi

Representative's Name: Mr. Gus Wesson - Billy Hewes Title: Mayor Leisure Services Director

Signature: [Signature] Date: 07/06/2022

Supervisor's email address (if applicable): Magdalena Holland (228) 575-4535

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Project Director Phone: (228) 868-2311 Fax: (228) 868-2550

Signature: Janice Hale Date: 06.10.2022

Program Manager's email address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

____ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN: _____ (Required by USDOL)

____ 501(c)(3) documentation is attached to this agreement.

____ 501(c)(3) documentation is already on file with the sponsor.

or

X This host agency is a government agency. FEIN: 64-6000413 (Required by USDOL)

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

SCSEP Host Agency Agreement PY2022

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Gulfport Mississippi / Leisure

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development District

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any participant has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide

adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for participants serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide properly prepared time sheets (the supervisor will confirm that the participant worked the hours claimed on their time sheet and will assure that both they and the participant sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be like "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, participants and employees, and its Affiliates and their respective directors, officers, employers, participants and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, participants and contractors.

"Claim" means any and all third-party claims, suits, and proceedings. Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

**This Agreement is in effective from
May 1, 2022 to June 30, 2023**

Definition of Host Agency Status

(Check one)

- ☒ This host agency is a government agency. FEIN 64-6000413 (Required by USDOL).
- ☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
- _____ **501(c) (3) documentation is attached.**

Signed — Host Agency

Host Agency: City of Gulfport Mississippi / Leisure Services

Representative's Name: Gus Wesson Billy Hewes

Representative's Signature: _____

Host Agency Title: Leisure Services Director Mayor

Host Agency Supervisor: Magdalena Holland (228) 575-4535

Address: 135 Courthouse Road, Gulfport, MS 39507

Phone: (228) 868-5881

Fax: (228) 868-5800

Email: gwesson@gulfport-ms.gov

Date: 07/06/2022

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning and Development District

Representative's Name: Janice Hale

Representative's Signature: _____

Title: Program Director and Department Head

Address: 10441 Corporate Drive, Suite #1, Gulfport, MS 39530

Phone: (228) 868-2311

Fax: (228) 868-2550

Email: jhale@smpdd.com

Date: 06.10.2022

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

LexisNexis Risk Solutions

SCHEDULE A
TraX
(Subscription)

Customer Name: Gulfport Police Department
Billgroup #: _____
LN Account Manager: Joe Houston

This Schedule A sets forth additional or amended terms and conditions for the use of the TraX services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all LexisNexis Risk Solutions affiliates shall be individually and collectively referred to as "LN". The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc.. Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning June 1, 2022 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ANNUAL SUBSCRIPTION FEES

2.1 Beginning on the effective date hereof, Customer shall pay to LN each 12-month period ("Year") an annual subscription fee of \$2,835.00 ("Annual Subscription Fee"), in exchange for access to and use of the LN Services.

2.2 The Annual Subscription Fee will be increased 5.00 % each Year.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **June 2, 2022**.

4. CLOUD SERVICES

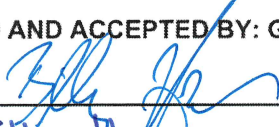
LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

May 19, 2022

5. CONFIDENTIAL INFORMATION

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

AGREED TO AND ACCEPTED BY: Gulfport Police Department

Signed: 
Name: Billy Hewes
Title: Mayor
Date: July 20, 2022