



# City of Gulfport, Mississippi

## Agenda City Council

2309 15<sup>th</sup> Street  
Gulfport, MS 39501

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Tuesday, November 22, 2022

1:30 PM

*Gulfport City Hall  
Council Chambers*

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**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 November 8, 2022.

### Code Enforcement / Planning

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Acceptance for Perpetual Maintenance - Belvedere Place Subdivision Parts 3 & 4 - Water and Sewer only.
- 4 Acceptance for Perpetual Maintenance - Belvedere Place Subdivision Part 5 - Water and Sewer only.
- 5 Acceptance for Perpetual Maintenance - Savoy Place Subdivision Part 2 - Water and Sewer only.

**Ordinances**

- 6 Ordinance - amending various provisions and sections in Chapter 7, Article III in the Code of Ordinances.
- 7 Ordinance - amending Chapter 1, Article II in the Code of Ordinances.
- 8 Ordinance - providing for funding of limited step increases during the course of the Fiscal Year beginning October 1 and ending September 30 each year, and ratifying the setting of salaries of compensation for those employees serving in affected positions.
- 9 Ordinance - amending the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi adopted the 29th day of June, 1979, as amended, and the Smartcode Ordinance of the City of Gulfport, Mississippi adopted the 13th day of February, 2007 (Ordinance No. 2522), as amended, Appendix D - Smartcode, Article 1.8.1 - Pre-Existing and Post-Emergency Conditions, 4.11 - Non-Conforming Conditions, 5.12 - Pre-Existing Conditions - Case # 2210PC184.

**Resolutions**

- 10 Resolution - approving Award to and Contract with JE Talley Construction, Inc., for repairs to Moses Pier due to Hurricane Zeta, and for related purposes.
- 11 Resolution - approving Lighting Services Lease Agreement with Mississippi Power Company for Lighting Equipment Upgrades at Lyman Community Center, and for related purposes.
- 12 Resolution - approving pricing structure for the 2022 Harbor Lights Winter Festival, and for related purposes.
- 13 Resolution - approving Federal Railroad Administration Grant Adjustment Request Form - All Aboard the Safety Train PE/NEPA Project (Quad Gate Project), and for related purposes.
- 14 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and for related purposes.
- 15 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Gulfport Branch NAACP Oratorical Scholarship Program, and for related purposes.

- 16 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Mississippi Highway Patrol Christmas Party, and for related purposes.

### **Budget Amendments / Docket of Claims**

- 17 Budget Amendment #37 - funding Construction Contract with JE Talley Construction, Inc. for repairs to Moses Pier Due to Hurricane Zeta. (*publication needed*)
- 18 Budget Amendment #38 - defunding Building Inspector position in Urban Development. (*no publication needed*)
- 19 Budget Amendment #39 - funding Building Inspector position in Urban Development. (*no publication needed*)
- 20 Docket of Claims - to be approved through November 23,2022.

### **Routine Agenda**

- 21 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 22 Code Enforcement Notice(s) - to be made a part of the minutes.
- 23 Public Records Request - for the month of October 2022 - to be made a part of the minutes.
- 24 Legal Notice - advertisement for the Reverse Auction of Decorative Street Lights for the Public Works Department.
- 25 Letter - regarding bid awarded by Purchasing to Clay's Print Shop for billing envelopes - Utility Billing - to be made a part of the minutes.
- 26 Letter - regarding bid awarded by Purchasing to Emergency Vehicle Specialists for water pump for Brush 11 - Fire Department - to be made a part of the minutes.
- 27 Letter - regarding bid awarded by Purchasing to Land Shaper, Inc. for restocking of limestone #610 - Public Works - to be made a part of the minutes.
- 28 Letter - regarding bid awarded by Purchasing to Southern Waterworks Supply for restocking of water/sewer supplies - Public Works - to be made a part of the minutes.

- 29 Request - Cost Adjustment to Term Contract Group C3 - Hot Bituminous Pavement - Warren Paving, Inc. - October Invoice.
- 30 Request - Fuel Cost Adjustment to Current Privatization Contract - October Invoice.
- 31 Ratification - of Oath of Office - to be made a part of the minutes.
- 32 Ratification - of Cemetery Conveyance - to be made a part of the minutes.
- 33 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 4**

<b>PARCEL</b>	<b>LOCATION</b>	<b>OWNER</b>
0909P-01-021.000	9088 RIDGE RD	STEEL MAGNOLIA CONTRACTORS LLC
1010G-01-012.000	1901 SWITZER RD 71	LODESTAR INVESTMENTS LLC
1010G-01-012.002	1901 SWITZER RD 117	LODESTAR INVESTMENTS LLC



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

November 8, 2022

STEEL MAGNOLIA CONTRACTORS LLC  
 9088 RIDGE RD  
 GULFPORT, MS 39507

Reference: Tax Parcel Number: 0909P-01-021.000  
 9088 RIDGE RD

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCT

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, 11/22/2022 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 uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT  
 cc: Mayor Billy Hewes  
 Council Member: RUSTY WALKER

Case Number: 10337



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

November 8, 2022

STEEL MAGNOLIA CONTRACTORS LLC  
 10928B US HIGHWAY 31  
 CULLMAN, AL 35055

Reference: Tax Parcel Number: 0909P-01-021.000  
 9088 RIDGE RD

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCT

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**

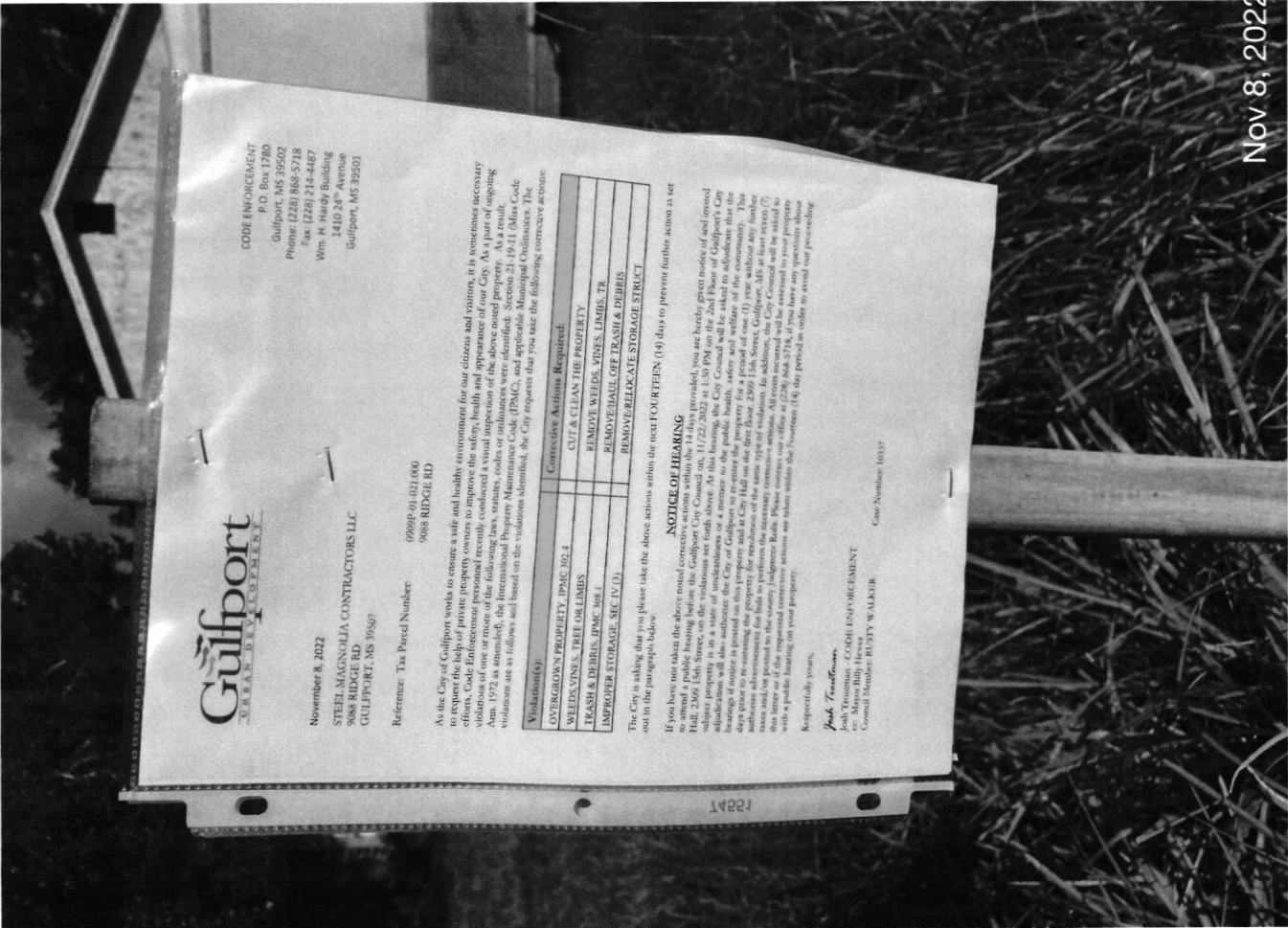
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/22/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT  
 cc: Mayor Billy Hewes  
 Council Member: RUSTY WALKER

Case Number: 10337



**CODE ENFORCEMENT**  
 P.O. Box 1780  
 Gulfport, MS 39502  
 Phone: (228) 868-5718  
 Fax: (228) 214-4478  
 Wm. H. Hoagy Building  
 1410 24<sup>th</sup> Avenue  
 Gulfport, MS 39501

November 8, 2022  
 STEEL MAGNO-LIA CONTRACTORS LLC  
 9088 RIDGE RD  
 GULFPORT, MS 39507

Reference: Tax Parcel Number: 0909P-01-021-006  
 9088 RIDGE RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above-named property. As a result, violations of one or more of the following laws, statutes, codes or ordinances of the above-named property. As a result, violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violations(s)	Corrective Actions Required:
OVERGROWN PROPERTY, IPAC 102.4	CUT & CLEAN THE PROPERTY
WEEDS/VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPAC 106.1	REMOVE HAUL OFF TRASH & DEBRIS
IMPROPER STORAGE, SEC IV (J)	REMOVE/RELOCATE STORAGE STRUCT

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 time period provided, you are hereby given notice of a scheduled public hearing on the above-named property. The hearing will be held on the 2nd Floor of Gulfport's City Hall, 2304 15th Street, on the date and time listed above. At this hearing, the City Council will be asked to take further action against the property. You will also be asked to appear at the hearing to explain the reasons for the violations and to discuss the corrective actions you have taken. The hearing will be held on the 2nd Floor of Gulfport's City Hall on the date and time listed above. This notice is being provided to you in accordance with the provisions of the same type of ordinance. If you do not appear at the hearing, the City Council will be asked to take the necessary corrective actions. All costs incurred by the City in connection with this notice and the hearing will be assessed to your property. If you have any questions, please contact the City of Gulfport at (228) 868-5718, if you have access to your property with a public hearing on your property.

*Respectfully yours,*  
**Paul Trammis**  
 Paul Trammis - CODE ENFORCEMENT  
 City of Gulfport  
 Council Member BESTY WALKER  
 Case Number: 10337



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

November 7, 2022

LODESTAR INVESTMENTS LLC  
 1901 SWITZER RD  
 GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010G-01-012.000  
 1901 SWITZER RD 71

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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/Haul OFF TRASH & DEBRIS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO <b><u>(TRAILER #21 AND #22)</u></b>

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, 11/22/2022 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 uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

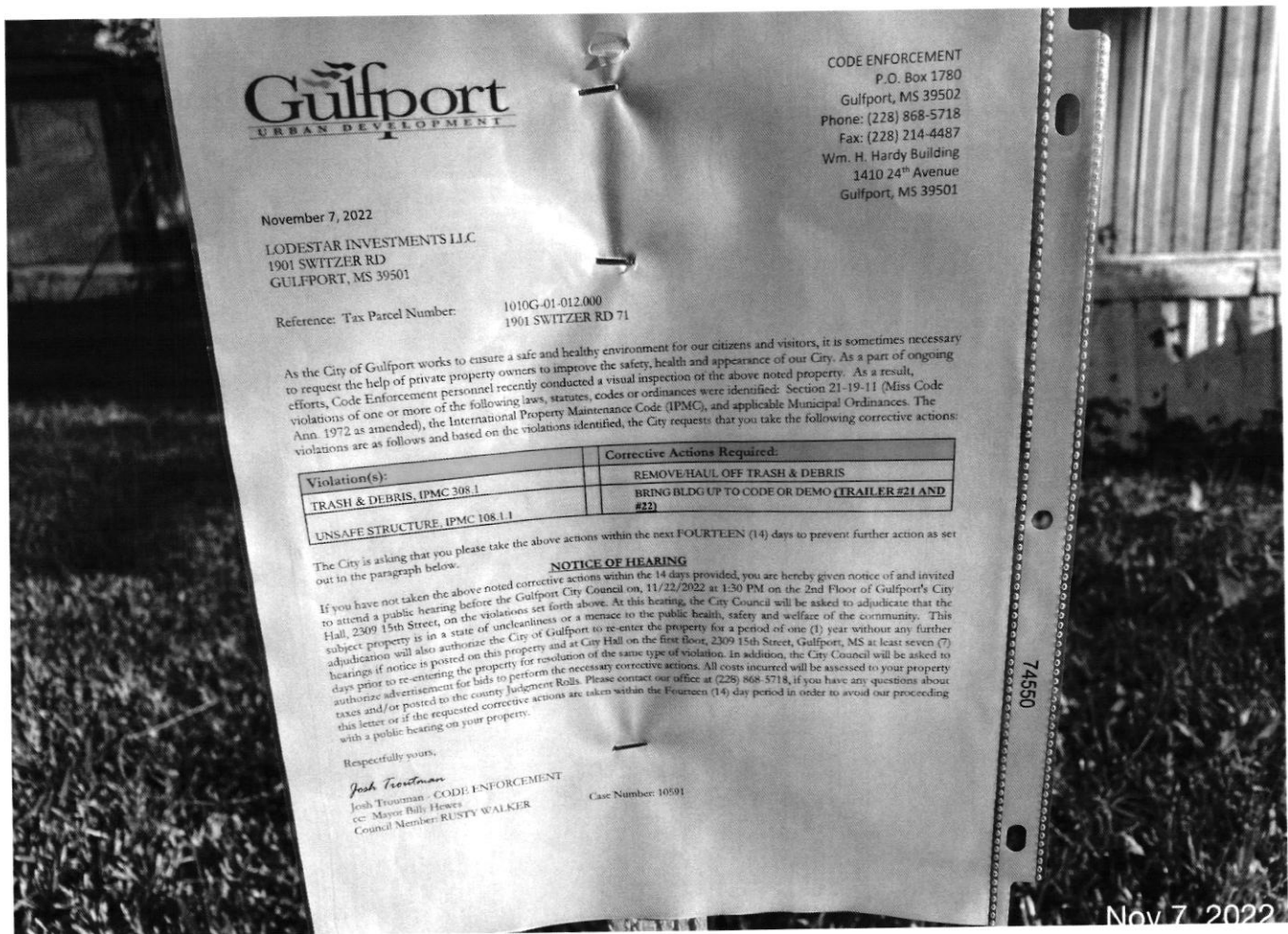
*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT  
 cc: Mayor Billy Hewes  
 Council Member: RUSTY WALKER

Case Number: 10591



Nov 7, 2022



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

November 7, 2022  
 LODESTAR INVESTMENTS LLC  
 1901 SWITZER RD  
 GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010G-01-012.000  
 1901 SWITZER RD 71

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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO (TRAILER #21 AND #22)

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, 11/22/2022 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 uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearing. 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,  
 Josh Trouman  
 Josh Trouman - CODE ENFORCEMENT  
 cc: Mayor Billy Hewes  
 Council Member: RUSTY WALKER

Case Number: 10591

74550

Nov 7, 2022



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

November 7, 2022

LODESTAR INVESTMENTS LLC  
 1901 SWITZER RD  
 GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010G-01-012.002  
 1901 SWITZER RD 117

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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/Haul OFF TRASH & DEBRIS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO ( <b><u>TRAILERS 104 AND 117</u></b> )

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**

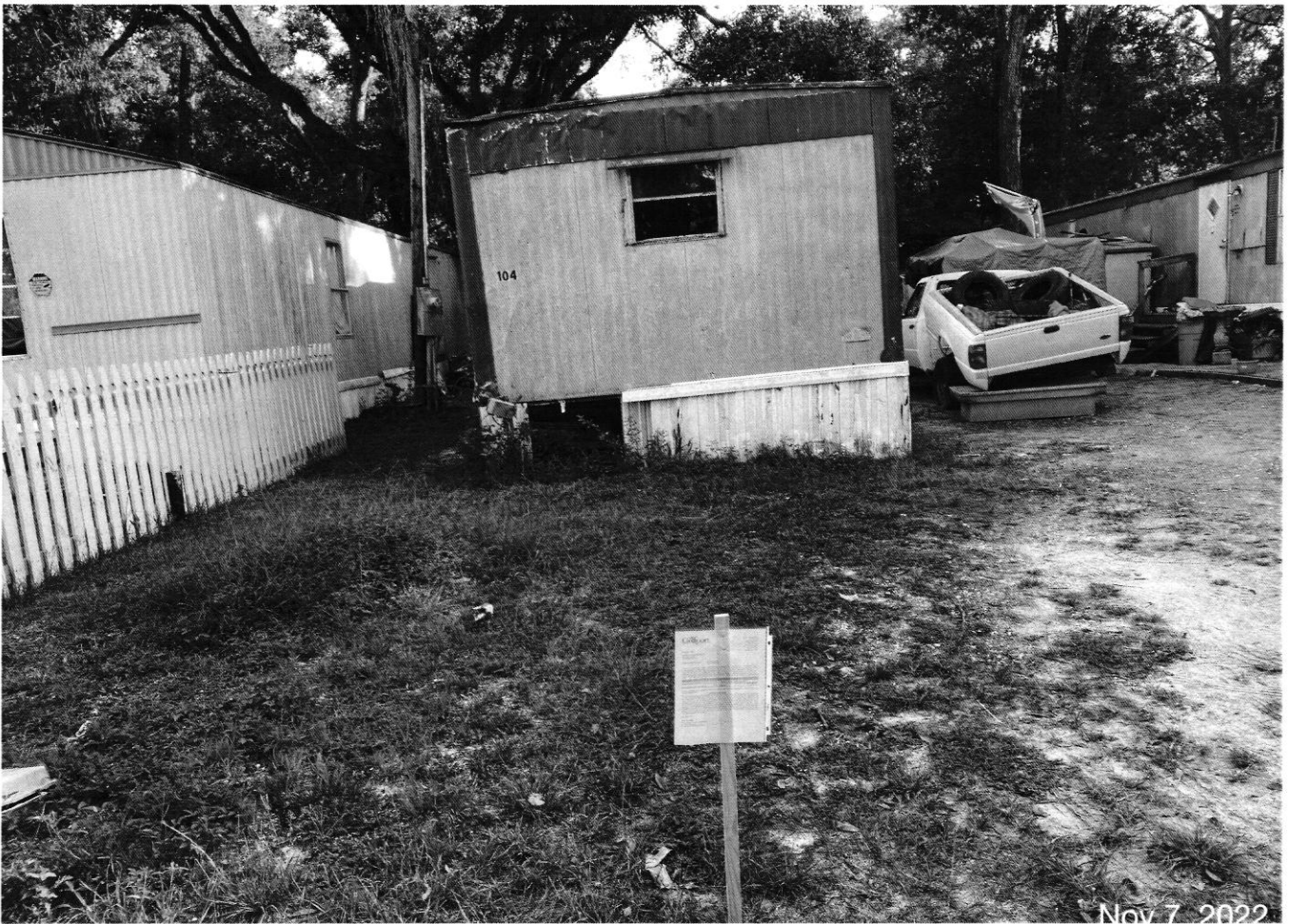
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/22/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

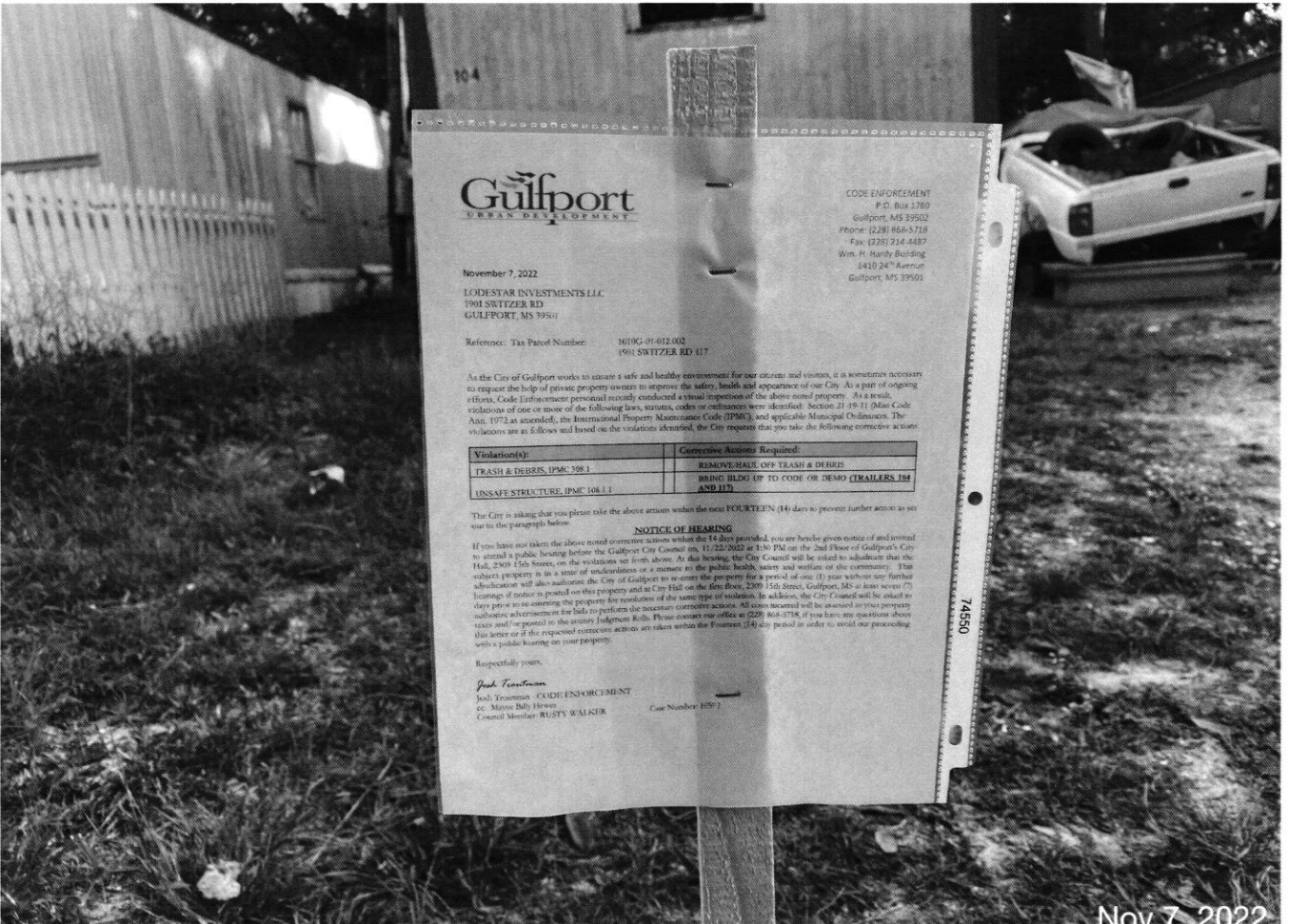
*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT  
 cc: Mayor Billy Hewes  
 Council Member: RUSTY WALKER

Case Number: 10592



Nov 7 2022



Nov 7 2022

**Gulfport**  
MISSISSIPPI  
URBAN DEVELOPMENT

CODE ENFORCEMENT  
P. O. Box 3780  
Gulfport, MS 39502  
Phone: (228) 868-5718  
Fax: (228) 214-4187  
Wm. H. Hardy Building  
1419 24<sup>th</sup> Avenue  
Gulfport, MS 39501

November 7, 2022

LODGE STAR INVESTMENTS LLC,  
1901 SWITZER RD  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 3610G 01-012.002  
3501 SWITZER RD 417

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 21-39-11 (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:
TRASH & DEBRIS, IPMC 208.1	REMOVE-HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO (TRAILERS, 104 AND 117)

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-day period, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 11/22/2022 at 3:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At that hearing, the City Council will be asked to adjudicate that the subject property is in a state of unincorporated or a nuisance to the public health, safety and welfare of the community. The adjudicator will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further adjudication. If you do not appear at the hearing, the City Council will be asked to days prior to re-entering the property for the violation of the same type of violation. In addition, the City Council will be asked to authorize abatement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property and/or reported to the assessor's 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,

Josh Treutman  
Josh Treutman, CODE ENFORCEMENT  
44 Major Dels Heron  
Council Member RUSTY WALKER

Case Number 1597

74550

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** NOVEMBER 8, 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 22<sup>nd</sup> Day Of November, 2022.

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

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** NOVEMBER 8, 2022

**To:** Mayor Billy Hewes  
City Council Members

**From:** Department of Urban Development  
Code Enforcement

**Subject:** Approval To Advertise

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**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 22<sup>nd</sup> Day Of November, 2022, To The City Council:

WARD 4

- Parcel 1: 0909P-01-021.000. Beg At Ne Cor Of Bayou Bernard Vista Subd N 179.0 Ft To Beg N 104.0 Ft W 125.0 Ft S 104.0 Ft E 125.0 Ft To Beg Sec 24-7-11. 9088 Ridge Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees. (Steel Magnolia Contractors Llc) Case: 10337
- Parcel 2: 1010G-01-012.000. Bayou Oaks Tlr Park 10 Ac Beg 72 Ft S & 717.4 Ft E Of Nw Cor Of Sw1/4 Of Sec 29 On S Mar Of Switzer Rd E Along Rd 451 Ft S 918.8 Ft To N Mar Of Magnolia St W Along Rd 651 Ft N 163.4 Ft E 100 Ft N 188.4 Ft E 200 Ft N 296 Ft W 100 Ft N 271 Ft To Pob Being Part Of Harrison Add Part Of Nw1/4 Of Sw1/4 Of Sec 29-7-10. 1901 Switzer Rd 71. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Lodestar Investments Llc) Case: 10591
- Parcel 3: 1010G-01-012.002. 4.2 Ac(C) S 71 Ft Of Lot 5 & 6 & All Lots 36 - 39 Inc & N 1/2 Lot 42 Harrison Add Sec 29-7-10. 1901 Switzer Rd 117. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Lodestar Investments Llc) Case: 10592

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 22<sup>nd</sup> day of November, 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 uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

Parcel 1: 0909P-01-021.000. Beg At Ne Cor Of Bayou Bernard Vista Subd N 179.0 Ft To Beg N 104.0 Ft W 125.0 Ft S 104.0 Ft E 125.0 Ft To Beg Sec 24-7-11. 9088 Ridge Rd. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees. (Steel Magnolia Contractors LLC) Case: 10337

Parcel 2: 1010G-01-012.000. Bayou Oaks Tlr Park 10 Ac Beg 72 Ft S & 717.4 Ft E Of Nw Cor Of Sw1/4 Of Sec 29 On S Mar Of Switzer Rd E Along Rd 451 Ft S 918.8 Ft To N Mar Of Magnolia St W Along Rd 651 Ft N 163.4 Ft E 100 Ft N 188.4 Ft E 200 Ft N 296 Ft W 100 Ft N 271 Ft To Pob Being Part Of Harrison Add Part Of Nw1/4 Of Sw1/4 Of Sec 29-7-10. 1901 Switzer Rd 71. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Lodestar Investments Llc) Case: 10591

Parcel 3: 1010G-01-012.002. 4.2 Ac(C) S 71 Ft Of Lot 5 & 6 & All Lots 36 - 39 Inc & N 1/2 Lot 42 Harrison Add Sec 29-7-10. 1901 Switzer Rd 117. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Lodestar Investments Llc) Case: 10592

**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 – City of Gulfport

## ENGINEERING

**To:** Mayor and Members of the City Council

**CC:** Leonard Papania, CAO  
Todd Harman, CPA, Director of Finance and Accounting  
Tyler Gentry, Assistant Director of Public Works – Operations  
Wayne E. Miller, P.E., Director of Public Works and Engineering  
Legal Department  
Jaci Turner, P.E., Harrison County Engineer

**From:** Jeremy Harrison, P.E., Assistant City Engineer



**Date:** 11/10/2022

**Re: Recommendation to Accept Belvedere Place Subdivision, Parts 3&4 – Water and Sewer Only for Perpetual Maintenance**

---

On June 30, 2022, Engineering conducted a warranty inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

The subdivision has completed the required one-year warranty. I recommend accepting perpetual maintenance of the water and sewer improvements.

This item has been approved by:

Mayor or C.A.O. \_\_\_\_\_

Attachments:

1. Subdivision Inspection Report
2. Map



**SUBDIVISION INSPECTION CHECKLIST**

<b>SUBDIVISION:</b>	Belvedere Place, Parts 3 & 4
<b>TYPE OF INSPECTION:</b>	Warranty Inspection (Water & Sewer Only)
<b>DATE:</b>	June 30, 2022
<b>PERSONS PRESENT:</b>	Jeremy Harrison, Department of Engineering Mitch Byars, DSLD Homes Gulf Coast

**CHECKLIST ITEMS**

**STREETS & DRAINAGE:**

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

**WATER & SEWER:**

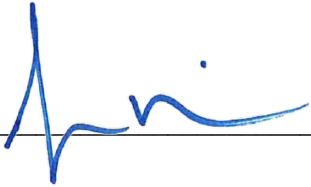
- 1. Are all water meters installed & with no broken/missing parts? .Yes .No .N/A
- 2. Are all water lines and appurtenances installed in accordance with city standards? .Yes .No .N/A
- 3. Are sewer cleanouts installed & with no broken/missing parts? .Yes .No .N/A
- 4. Are all manholes installed in accordance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

**TRAFFIC & SAFETY:**

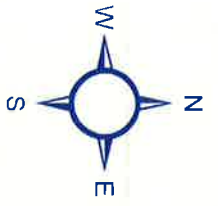
- 1. Are street name signs correct & in place? .Yes .No .N/A
- 2. Are traffic control signs correct & in place? .Yes .No .N/A

**PUNCHLIST ITEMS**

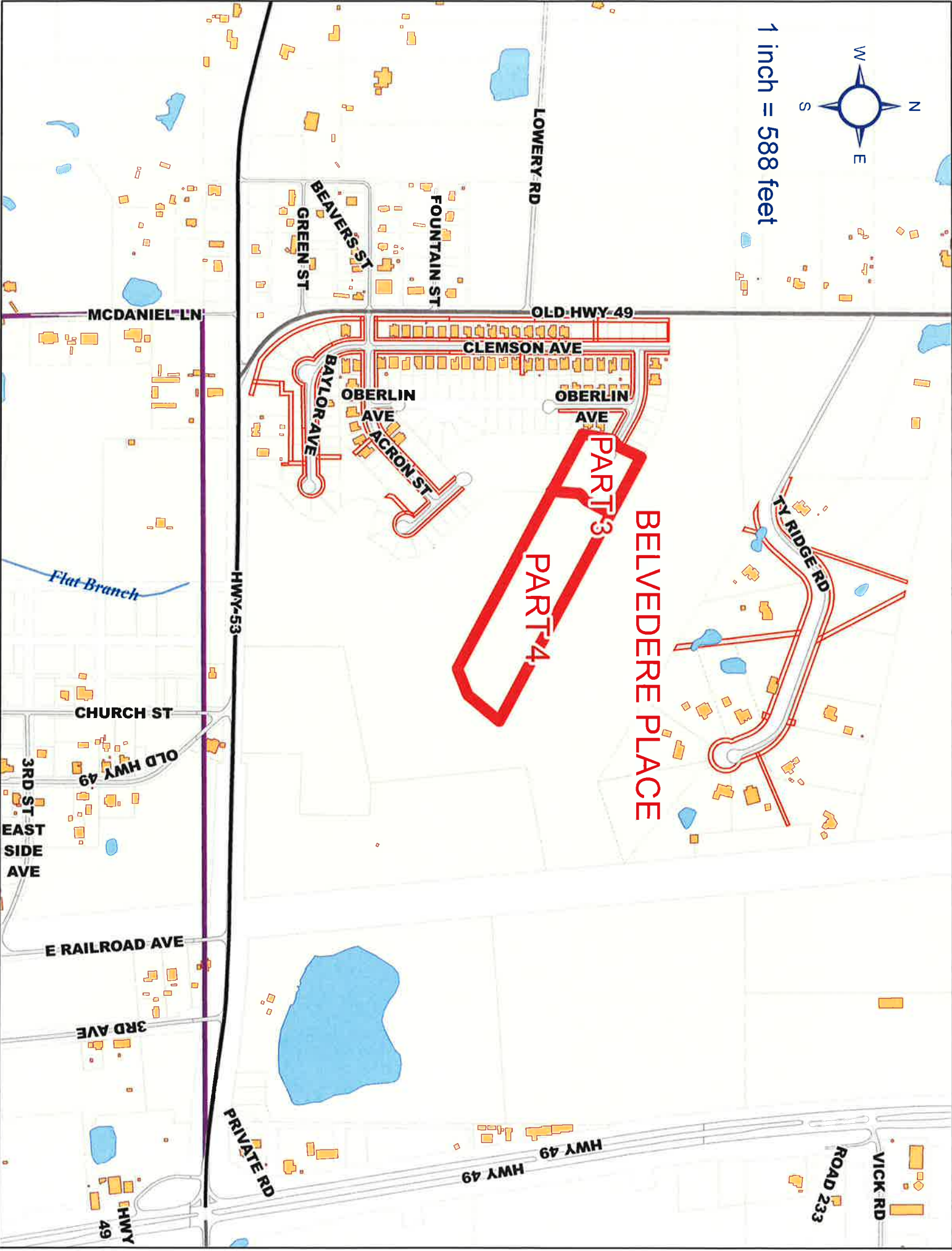
- 1. Raise all fire hydrants to have finish grade at bury line; 17”-26” from grade to center of pumper nozzle. **COMPLETE**

Signed:  \_\_\_\_\_ Date: 11/10/2022

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



1 inch = 588 feet





# Memorandum – City of Gulfport

## ENGINEERING

**To:** Mayor and Members of the City Council

**CC:** Leonard Papania, CAO  
Todd Harman, CPA, Director of Finance and Accounting  
Tyler Gentry, Assistant Director of Public Works – Operations  
Wayne E. Miller, P.E., Director of Public Works and Engineering  
Legal Department  
Jaci Turner, P.E., Harrison County Engineer

**From:** Jeremy Harrison, P.E., Assistant City Engineer



**Date:** 11/10/2022

**Re: Recommendation to Accept Belvedere Place Subdivision, Part 5 – Water and Sewer Only for Perpetual Maintenance**

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On June 30, 2022, Engineering conducted a warranty inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

The subdivision has completed the required one-year warranty. I recommend accepting perpetual maintenance of the water and sewer improvements.

This item has been approved by:

Mayor or C.A.O. \_\_\_\_\_

Attachments:

1. Subdivision Inspection Report
2. Map



**SUBDIVISION INSPECTION CHECKLIST**

<b>SUBDIVISION:</b>	Belvedere Place, Part 5
<b>TYPE OF INSPECTION:</b>	Warranty Inspection (Water & Sewer Only)
<b>DATE:</b>	June 30, 2022
<b>PERSONS PRESENT:</b>	Jeremy Harrison, Department of Engineering Mitch Byars, DSLD Homes Gulf Coast

**CHECKLIST ITEMS**

**STREETS & DRAINAGE:**

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

**WATER & SEWER:**

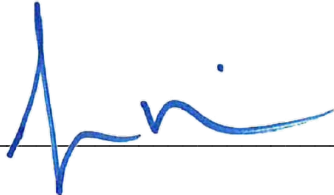
- 1. Are all water meters installed & with no broken/missing parts? .Yes .No .N/A
- 2. Are all water lines and appurtenances installed in accordance with city standards? .Yes .No .N/A
- 3. Are sewer cleanouts installed & with no broken/missing parts? .Yes .No .N/A
- 4. Are all manholes installed in accordance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

**TRAFFIC & SAFETY:**

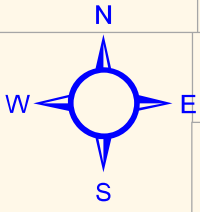
- 1. Are street name signs correct & in place? .Yes .No .N/A
- 2. Are traffic control signs correct & in place? .Yes .No .N/A

**PUNCHLIST ITEMS**

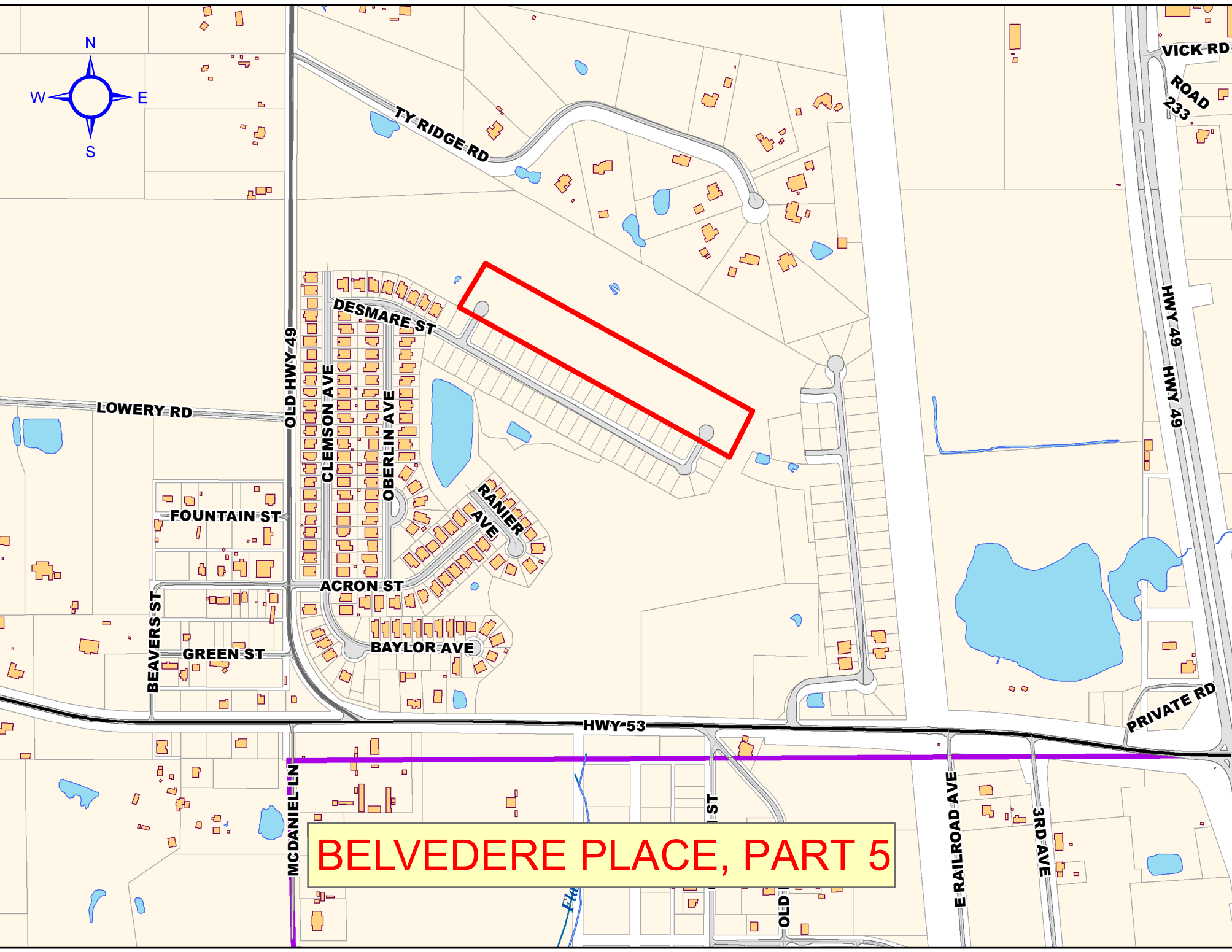
- 1. Raise all fire hydrants to have finish grade at bury line; 17”-26” from grade to center of pumper nozzle. **COMPLETE**
- 2. Repair bored through sewer main at the northeast corner of the William Carey Avenue/Alcorn Avenue intersection.
  - Refer to sewer inspection video 7\_0001.mp4 at 256’ **COMPLETE**

Signed:  \_\_\_\_\_ Date: 11/10/2022

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



**BELVEDERE PLACE, PART 5**





# Memorandum – City of Gulfport

## ENGINEERING

**To:** Mayor and Members of the City Council

**CC:** Leonard Papania, CAO  
Todd Harman, CPA, Director of Finance and Accounting  
Tyler Gentry, Assistant Director of Public Works – Operations  
Wayne E. Miller, P.E., Director of Public Works and Engineering  
Legal Department  
Jaci Turner, P.E., Harrison County Engineer

**From:** Jeremy Harrison, P.E., Assistant City Engineer



**Date:** 11/10/2022

**Re:** **Recommendation to Accept Savoy Place Subdivision, Part 2 – Water and Sewer Only for Perpetual Maintenance**

---

On June 30, 2022, Engineering conducted a warranty inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

The subdivision has completed the required one-year warranty. I recommend accepting perpetual maintenance of the water and sewer improvements.

This item has been approved by:

Mayor or C.A.O. \_\_\_\_\_

Attachments:

1. Subdivision Inspection Report
2. Map



**SUBDIVISION INSPECTION CHECKLIST**

<b>SUBDIVISION:</b>	Savoy Place, Part 2
<b>TYPE OF INSPECTION:</b>	Warranty Inspection (Water & Sewer Only)
<b>DATE:</b>	June 30, 2022
<b>PERSONS PRESENT:</b>	Jeremy Harrison, Department of Engineering Mitch Byars, DSLD Homes Gulf Coast

**CHECKLIST ITEMS**

**STREETS & DRAINAGE:**

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

**WATER & SEWER:**

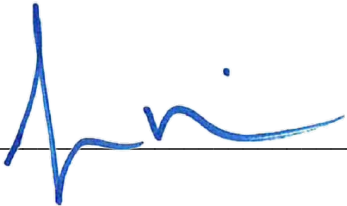
- 1. Are all water meters installed & with no broken/missing parts? .Yes .No .N/A
- 2. Are all water lines and appurtenances installed in accordance with city standards? .Yes .No .N/A
- 3. Are sewer cleanouts installed & with no broken/missing parts? .Yes .No .N/A
- 4. Are all manholes installed in accordance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

**TRAFFIC & SAFETY:**

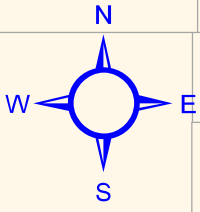
- 1. Are street name signs correct & in place? .Yes .No .N/A
- 2. Are traffic control signs correct & in place? .Yes .No .N/A

**PUNCHLIST ITEMS**

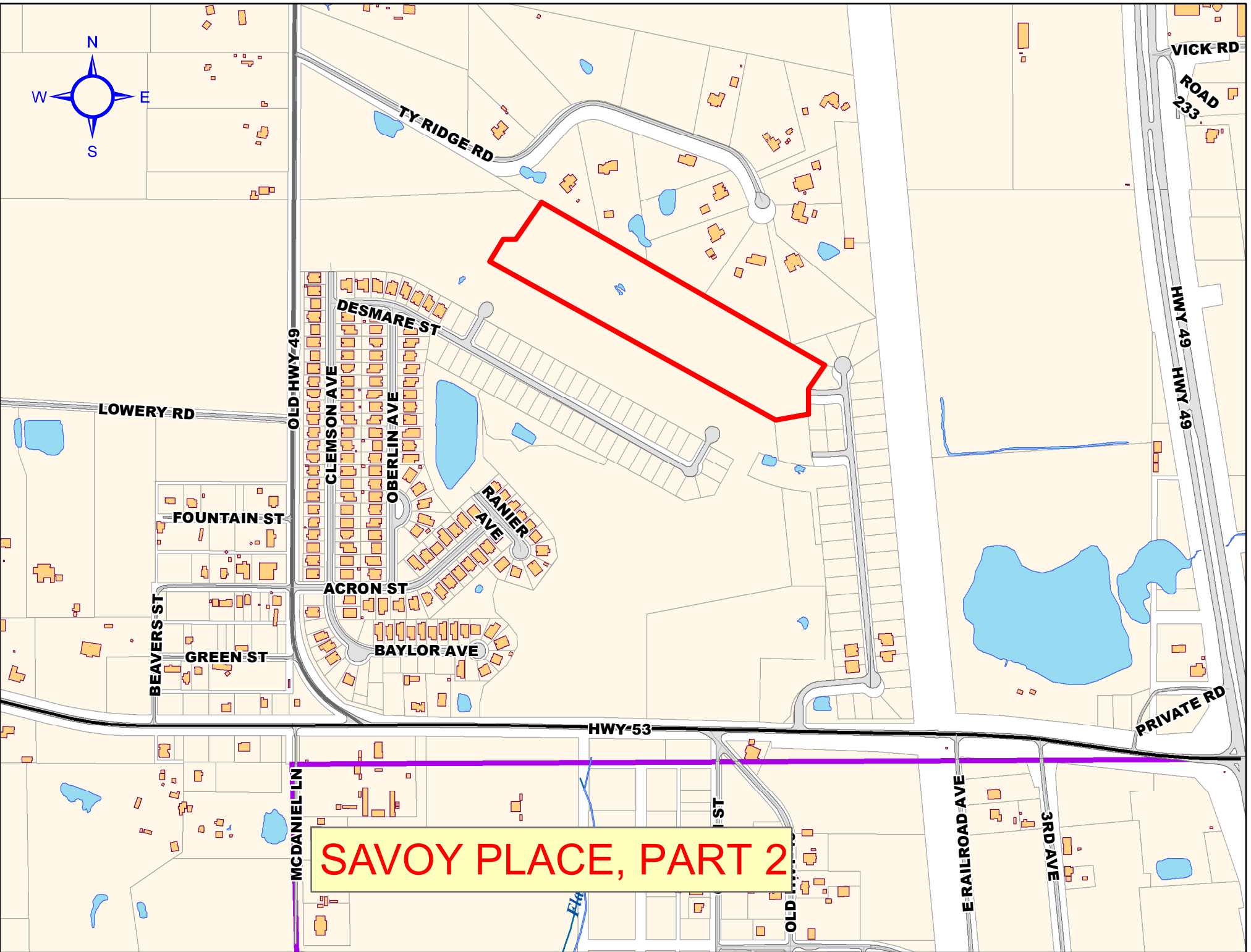
- 1. Raise all fire hydrants to have finish grade at bury line; 17”-26” from grade to center of pumper nozzle. **COMPLETE**

Signed:  Date: 11/10/2022

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



**SAVOY PLACE, PART 2**



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 AMENDING VARIOUS PROVISIONS AND SECTIONS IN CHAPTER 7, ARTICLE III IN THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI ASSOCIATED WITH ANIMALS**

**WHEREAS**, the Governing Authority of the City of Gulfport, Mississippi has previously enacted an ordinance that pertains to animal control and regulations associated therewith, which is codified in Chapter 7, Article III in the Code of Ordinances of the City of Gulfport; and

**WHEREAS**, certain provisions contained therein are in need of amendment, specifically the following, which presently read in pertinent part as follows:

**Sec. 7-118. - Impoundment; registry and notice to owner.**

- (a) It shall be the duty of every police officer and animal officer of the city, or other person designated by the city council, to apprehend any dog found running at large contrary to the provisions of the division, and to impound any such dog in the local animal shelter, or other suitable place. In the event no such suitable place is available, such dog may be removed to any private animal hospital or veterinary clinic or animal shelter that will take possession of such dog under such agreement as may be made with the city. Notwithstanding the above provisions in this section, any dog found running at large and not having any identification that such dog has been vaccinated for rabies, and any dog noticeably infected with rabies or other dangerous disease, and any dog displaying any dangerous or vicious propensities as defined in this division, which cannot reasonably and safely be apprehended and impounded, may be slain by any police officer or animal officer as provided in this division.
- (b) The police officer, animal officer, or other person as may be designated by the city council, upon receiving any dog apprehended under this section and impounded shall make a complete registry, entering the date, time, and place of taking, the breed, color, marking, and sex of such dog, and, if known, or if it can be determined from any metal tag attached to any collared dog, the serial number of the vaccination for rabies and the year in which such dog was vaccinated, and, if known, the name and address of the owner, keeper, or harbinger of such dog. Vaccinated dogs shall be separated from unvaccinated. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded dogs for the presence of a microchip and shall make reasonable efforts to notify the owner of any dog with a microchip or with any other form of identification that the dog has been impounded and inform such owner of the procedure and conditions for redeeming the dog.
- (c) The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any dog whose owner, keeper, or harbinger is found to be in violation of any part of this division, and shall impound or cause to be impounded such dog in a designated shelter. An impounded dog is a dog which is three (3) months of age or older or a dog which is tagged or microchipped and shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harbinger of the dog so that the owner, keeper, or harbinger is no longer in violation of this division, then the dog shall be released to the local animal shelter. Dogs which are under three (3) months of age or are not properly

tagged or microchipped shall be released to the local animal shelter upon delivery to the shelter. The animal officer shall designate to the owner, keeper, or harbinger of the dog what corrective action is required to be in compliance with this division. Thereupon, the impounded dog may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such dog during impoundment, payment of the cost of inserting a microchip in the dog and where applicable, payment of the cost of spaying or neutering the dog and upon showing proof of current rabies vaccination. All dogs shall be microchipped prior to being returned to an owner or released for adoption. Dogs impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorized by law to perform these procedures.

- (d) A police dog commissioned by a recognized law enforcement agency with a current rabies vaccination who bites in the line of duty shall be exempt from confinement under this section and shall be allowed to continue in a working capacity.

**WHEREAS**, amendments to this Section and its provisions are needed as part of an effort to attempt to curtail the increase in number of specific types or breeds of dogs that are being impounded within the City and coming into contact or under control of the local animal shelter and that the following proposed amendments are therefore found to be in furtherance of the public health, safety, and welfare of citizens within the City, with proposed amendments identified in bold, italicized, and underlined:

**Sec. 7-118. - Impoundment; registry and notice to owner.**

- (a) It shall be the duty of every police officer and animal officer of the city, or other person designated by the city council, to apprehend any dog found running at large contrary to the provisions of the division, and to impound any such dog in the local animal shelter, or other suitable place. In the event no such suitable place is available, such dog may be removed to any private animal hospital or veterinary clinic or animal shelter that will take possession of such dog under such agreement as may be made with the city. Notwithstanding the above provisions in this section, any dog found running at large and not having any identification that such dog has been vaccinated for rabies, and any dog noticeably infected with rabies or other dangerous disease, and any dog displaying any dangerous or vicious propensities as defined in this division, which cannot reasonably and safely be apprehended and impounded, may be slain by any police officer or animal officer as provided in this division.
- (b) The police officer, animal officer, or other person as may be designated by the city council, upon receiving any dog apprehended under this section and impounded shall make a complete registry, entering the date, time, and place of taking, the breed, color, marking, and sex of such dog, and, if known, or if it can be determined from any metal tag attached to any collared dog, the serial number of the vaccination for rabies and the year in which such dog was vaccinated, and, if known, the name and address of the owner, keeper, or harbinger of such dog. Vaccinated dogs shall be separated from unvaccinated. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded dogs for the presence of a microchip and shall make reasonable efforts to notify the

owner of any dog with a microchip or with any other form of identification that the dog has been impounded and inform such owner of the procedure and conditions for redeeming the dog.

- (c) (1) The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any dog whose owner, keeper, or harbinger is found to be in violation of any part of this division, and shall impound or cause to be impounded such dog in a designated shelter. An impounded dog is a dog which is three (3) months of age or older or a dog which is tagged or microchipped and shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harbinger of the dog so that the owner, keeper, or harbinger is no longer in violation of this division, then the dog shall be released to the local animal shelter. Dogs which are under three (3) months of age or are not properly tagged or microchipped shall be released to the local animal shelter upon delivery to the shelter. The animal officer shall designate to the owner, keeper, or harbinger of the dog what corrective action is required to be in compliance with this division. Thereupon, the impounded dog may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such dog during impoundment, payment of the cost of inserting a microchip in the dog and where applicable, payment of the cost of spaying or neutering the dog and upon showing proof of current rabies vaccination. All dogs shall be microchipped prior to being returned to an owner or released for adoption. Dogs impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorized by law to perform these procedures.

- (2) Notwithstanding the above provisions in Section (c)(1), any impounded dog in the category of "Pit Bull" (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bully, or other breed or mixed breed that have the same or similar physical characteristics that are common to dogs referred to as a pit bull) shall be subject to enforcement of specific additional provisions as follows:

- (a) Any impounded dog in the Pit Bull category without an identification tag or microchip shall be released to the local animal shelter and be available immediately for adoption.
- (b) Any impounded dog in the Pit Bull category that weighs over 20 lbs upon initially entering the local animal shelter shall be required to be spayed or neutered prior to being returned to an owner or released for adoption.

- (d) A police dog commissioned by a recognized law enforcement agency with a current rabies vaccination who bites in the line of duty shall be exempt from confinement under this section and shall be allowed to continue in a working capacity.

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

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

**SECTION 2.** That Chapter 7, Article III of the Code of Ordinances of the City of

Gulfport, Mississippi, should be, and hereby is, amended to now read as follows, with additions noted in bold and underlined and deletions stricken through and in bold and underlined:

**Sec. 7-118. - Impoundment; registry and notice to owner.**

(a) It shall be the duty of every police officer and animal officer of the city, or other person designated by the city council, to apprehend any dog found running at large contrary to the provisions of the division, and to impound any such dog in the local animal shelter, or other suitable place. In the event no such suitable place is available, such dog may be removed to any private animal hospital or veterinary clinic or animal shelter that will take possession of such dog under such agreement as may be made with the city.

Notwithstanding the above provisions in this section, any dog found running at large and not having any identification that such dog has been vaccinated for rabies, and any dog noticeably infected with rabies or other dangerous disease, and any dog displaying any dangerous or vicious propensities as defined in this division, which cannot reasonably and safely be apprehended and impounded, may be slain by any police officer or animal officer as provided in this division.

(b) The police officer, animal officer, or other person as may be designated by the city council, upon receiving any dog apprehended under this section and impounded shall make a complete registry, entering the date, time, and place of taking, the breed, color, marking, and sex of such dog, and, if known, or if it can be determined from any metal tag attached to any collared dog, the serial number of the vaccination for rabies and the year in which such dog was vaccinated, and, if known, the name and address of the owner, keeper, or harbinger of such dog. Vaccinated dogs shall be separated from unvaccinated. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded dogs for the presence of a microchip and shall make reasonable efforts to notify the owner of any dog with a microchip or with any other form of identification that the dog has been impounded and inform such owner of the procedure and conditions for redeeming the dog.

(c) (1) The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any dog whose owner, keeper, or harbinger is found to be in violation of any part of this division, and shall impound or cause to be impounded such dog in a designated shelter. An impounded dog is a dog which is three (3) months of age or older or a dog which is tagged or microchipped and shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harbinger of the dog so that the owner, keeper, or harbinger is no longer in violation of this division, then the dog shall be released to the local animal shelter. Dogs which are under three (3) months of age or are not properly tagged or microchipped shall be released to the local animal shelter upon delivery to the shelter. The animal officer shall designate to the owner, keeper, or harbinger of the dog what corrective action is required to be in compliance with this division. Thereupon, the impounded dog may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such dog during impoundment, payment of the cost of inserting a microchip in the dog and where applicable, payment of the cost of spaying or neutering the dog and upon showing proof of current rabies vaccination. All dogs shall be microchipped prior to being returned to an owner or released for adoption. Dogs impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorized by law to perform these procedures.

(2) Notwithstanding the above provisions in Section (c)(1), any impounded dog in the category of “Pit Bull” (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bully, or other breed or mixed breed that have the same or similar physical characteristics that are common to dogs referred to as a pit bull) shall be subject to enforcement of specific additional provisions as follows:

- (a) Any impounded dog in the Pit Bull category without an identification tag or microchip shall be released to the local animal shelter and be available immediately for adoption.
- (b) Any impounded dog in the Pit Bull category that weighs over 20 lbs upon initially entering the local animal shelter shall be required to be spayed or neutered prior to being returned to an owner or released for adoption.

(d) A police dog commissioned by a recognized law enforcement agency with a current rabies vaccination who bites in the line of duty shall be exempt from confinement under this section and shall be allowed to continue in a working capacity.

**SECTION 3.** All provisions of Chapter 7, Article III 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 amends various Sections and provisions in Chapter 7, Article III associated with the City’s Animal Control Ordinance, including Section 7-118. 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 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 AMENDING ORDINANCE NO. 3106 ADOPTED ON JANUARY 18, 2022, WHICH IS CODIFIED AS SECTION 1-46 IN THE CITY OF GULFPORT’S CODE OF ORDINANCES, TO ESTABLISH AND REDUCE SALARY OF COMPENSATION IMMEDIATELY UPON VACANCY FOR EACH EMPLOYMENT POSITION IN GRADE 100 AND GRADE 200 IN THE GRADE/STEP SCHEDULE OF SALARIES OF COMPENSATION ADOPTED BY THE GOVERNING AUTHORITY WHOSE YEARLY BASE SALARY IS IN EXCESS OF \$60,000 OR WHICH POSITION IS IN AN ASSIGNED GRADE THAT EXCEEDS \$60,000 ANYWHERE IN ITS CORRESPONDING STEP RANGE**

**WHEREAS**, Section 21-8-21(2) of the Mississippi Code Annotated provides 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 Governing Authority for the City of Gulfport has established salaries of compensation for certain positions of employment in the City that are reliant upon specialized and professional knowledge and skills of the particular persons serving in such positions and sometimes based upon, among other things, the job performance and longevity of specific employees as a means of being competitive with opportunities in the private sector or elsewhere; and

**WHEREAS**, the City’s Governing Authority previously found it best, as good stewards of public monies, that upon the vacation of each and every employment position within the City after the effective date of this Ordinance, which position has a yearly base salary of compensation in excess of \$40,000.00 in any of the Grade 100 and Grade 200 classifications as set out in the Grade/Step Schedule for salaries of compensation for City employees adopted by

the Governing Authority or which position is in an assigned Grade in the Grade 100 and Grade 200 classifications that exceeds \$40,000 anywhere in its corresponding step range in the adopted Grade/Step Schedule, that the salary of compensation for such vacant position should automatically be set at \$0.00 immediately upon such position becoming vacant so that the Mayor and City Council then be required to jointly confer and agree on the allocation of funding for each such vacated position moving forward, and that the affected position simultaneously be removed from Grade/Step Schedule and not be re-included in this Schedule without further action of the Governing Authority; and

**WHEREAS**, the foregoing was set forth in Ordinance No. 3106 that was adopted on January 18, 2022, and as circumstances have changed since such time, to include the state of the national and local economies and the City's workforce, the Governing Authority does hereby find that it is in the best interests of the City that this \$40,000.00 amount be increased to \$60,000.00 and that Ordinance No. 3106, and its codified form in Section 1-46 in the City's Code of Ordinances, be amended consistent herewith.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITY 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 of the City of Gulfport, Mississippi.

**SECTION 2.** That Chapter I, Article II of the Code of Ordinances of the City of Gulfport, Mississippi, stemming from Ordinance No. 3106 adopted on January 18, 2022, should be, and hereby is, amended to now read as follows, with additions noted in bold and underlined and deletions stricken through and in bold and underlined:

**Sec. 1-46. - Establishing and reducing salary of compensation immediately upon vacancy.**

That from and after the effective date of this section, when an employment position within the City of Gulfport, other than those in the fire and police departments, becomes vacant that has a yearly base salary of compensation in excess of ~~forty sixty~~ thousand dollars (~~\$460,000.00~~) in any of the grade 100 and grade 200 classifications in the grade/step schedule for salaries of compensation for city employees adopted by the governing authority, or which position is in an assigned grade in the grade 100 and grade 200 classifications that exceeds ~~forty sixty~~ thousand dollars (~~\$460,000.00~~) anywhere in its corresponding step range in the adopted grade/step schedule, the salary of compensation for such vacant position shall be, and hereby is, established to be zero dollars (\$0.00) immediately upon such vacancy occurring, regardless of cause, and which salary of compensation shall remain in effect until subsequently set at a different amount by the city's governing authority. In conjunction with this immediate setting of a salary of compensation upon an affected position of employment becoming vacant, the affected position shall be removed from the grade/step schedule for salaries of compensation for city employees and to subsequently re-include the same in this schedule will require action by the governing authority. Where multiple employees hold the same job title, only the specific position vacated is removed from the grade/step schedule. Appropriate budget amendments shall be generated and presented to the governing authority in conjunction with vacated positions and re-funded positions in order that the monies can be properly tracked and accounted for.

**SECTION 3.** All provisions of Chapter 1, Article II 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 amends Chapter I, Article II associated with reduction of salaries of compensation upon vacancies, including Section 1-46. 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:

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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 FUNDING OF LIMITED STEP INCREASES DURING THE COURSE OF THE FISCAL YEAR BEGINNING OCTOBER 1 AND ENDING SEPTEMBER 30 EACH YEAR, AND RATIFYING THE SETTING OF SALARIES OF COMPENSATION FOR THOSE EMPLOYEES SERVING IN AFFECTED POSITIONS**

**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 Section 21-8-13 of the Mississippi Code Annotated provides that the authority of Gulfport’s City Council is legislative and which authority includes the authority to compile, adopt, and adjust the City’s budget each fiscal year; and

**WHEREAS**, on October 6, 2020, the City of Gulfport’s Governing Authority adopted a revised version of the Salary Grade Schedule upon which all salaries of compensation paid to employees in the City are based and which Salary Grade Schedule sets forth various Grades for which all positions in the City are assigned by the Governing Authority and which Salary Grade Schedule also sets forth various steps of differing rates of compensation for and within each Grade; and

**WHEREAS**, in view of significant changes in the region’s economic climate since especially the start of the COVID-19 pandemic and the resulting shortages in the labor force and the change in dynamics associated with available and skilled workers, and the subsequent significant changes in the economy, all of which has adversely affected and impacted the City’s

work force, there is a need to address surplus funds in personnel line items in various Departments' budgets in view of labor shortages that arise during the course of the fiscal year; and

**WHEREAS**, the Governing Authority, in furtherance of its pursuit to be fiscally responsible with municipal funds and to monitor the budget during the course of the fiscal year, does hereby find that the use of funding from personnel services line items in Department budgets should be limited to no more than increases of two (2) consecutive steps above base salaries for positions in the same Grades in the City's Salary Grade Schedule (adopted on October 6, 2020), as established and funded for such positions at the start of the then fiscal year unless otherwise approved, authorized, or specifically funded by the City's Governing Authority.

**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 until or unless subsequently modified, rescinded, or supplanted by the City's Governing Authority, the use of funding from personnel services line items in City Department budgets shall hereby be limited to no more than increases of two (2) consecutive steps above those salaries for positions in the same Grades in the City's Salary Grade Schedule (adopted on October 6, 2020), as established and funded for such positions at the start of the fiscal year unless otherwise approved, authorized, or specifically funded by the City's Governing Authority.

**SECTION 3.** 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 4.** The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance limits the use of funding from personnel services line items in City Department budgets to no more than increases of two (2) consecutive steps above those salaries for positions in the same Grades in the City’s Salary Grade Schedule (adopted on October 6, 2020), as established and funded for such positions at the start of the fiscal year unless otherwise approved, authorized, or specifically funded by the City’s Governing Authority. 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

# MEMORANDUM

**To:** City of Gulfport Planning Commission

**From:** Greg Holmes, Planning Administrator  
Urban Development Department

**Date of Hearing:** October 27, 2022

**Re:** Zoning Text Amendment 2210PC184:

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

# MEMORANDUM

**To:** Mayor Billy Hewes and  
Gulfport City Council

**From:** Greg Holmes, Planning Administrator  
Urban Development Department

**Date:** November 10, 2022

**Re:** Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

**Planning Commission recommendation:** To approve applicant request.

**Motion:** Mr. Sellers

**Second:** Mrs. Adolph

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

**Action:** Motion was carried unanimously.

**Speaking for the Petition:**

1. Cory Long
2. Jim Foster
3. William McCown

**Speaking against the Petition:** None

On October 27 2022, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for November 22, 2022.**



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

### APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: \_\_\_\_\_  
Date Received: \_\_\_\_\_  
Receipt #: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Zoning: \_\_\_\_\_  
Ward: \_\_\_\_\_ Flood: \_\_\_\_\_

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

#### Changes to the SmartCode Ordinance

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#### 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

**P.O Box 1780**

Mailing Address

**Gulfport, MS 39501**

City

State

Zip code

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.**

## 1.8 - PRE-EXISTING AND POST-EMERGENCY CONDITIONS

### 1.8.1

Damage Due to Emergency Conditions. To be granted permission to rebuild a non-conforming building or other improvement all of the following apply:

Deleted: To qualify to

1. The building or other improvement is damaged or destroyed by an event resulting in the declaration of an emergency or disaster as applicable to the City by the Mayor and City Council.
2. The owner of record on the date of the event may apply to repair or rebuild such building.
3. The same building site and the same building footprint must be utilized.
4. The building or other improvement must have been legally permitted to have been built or have legally existed as non-conforming before the event.
5. No condition shall be altered in any way, except to remedy the effects of such damage or destruction. Additions or alterations that cause the lot, use, building, improvement, structure or condition to conform more closely to the provisions of this Code will be allowed.

6. Permits for repair or replacement of such buildings, or improvements must meet one of these classifications:

a. A commercial function permit must be received and paid in part within one (1) year of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within one (1) year of the causative event.

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b. A residential or mixed use function must be received and paid in part within two (2) years of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within two (2) years of the causative event.

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## 4.11 - NON-CONFORMING CONDITIONS

### 4.11.1

Damage Due to Emergency Conditions. To be granted permission to rebuild a non-conforming building or other improvement all of the following apply:

**Deleted:** To qualify to

1. The building or other improvement is damaged or destroyed by an event resulting in the declaration of an emergency or disaster as applicable to the City by the Mayor and City Council.
2. The owner of record on the date of the event may apply to repair or rebuild such building.
3. The same building site and the same building footprint must be utilized.
4. The building or other improvement must have been legally permitted to have been built or have legally existed as non-conforming before the event.
5. No condition shall be altered in any way, except to remedy the effects of such damage or destruction. Additions or alterations that cause the lot, use, building, improvement, structure or condition to conform more closely to the provisions of this Code will be allowed.

6. Permits for repair or replacement of such buildings, or improvements must meet one of these classifications:

- a. A commercial function permit must be received and paid in part within one (1) year of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within one (1) year of the causative event.
- b. A residential or mixed use function must be received and paid in part within two (2) years of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within two (2) years of the causative event.

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**Deleted:** Permits for repair or replacement of such buildings, or improvements must be received and paid in part within one (1) year of the causative event.

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## 5.12 - PRE-EXISTING CONDITIONS

### 5.12.1

Damage Due to Emergency Conditions. To be granted permission to a non-conforming building or other improvement all of the following apply:

**Deleted:** To qualify to rebuild

1. The building or other improvement is damaged or destroyed by an event resulting in the declaration of an emergency or disaster as applicable to the City by the Mayor and City Council.
2. The owner of record on the date of the event may apply to repair or rebuild such building.
3. The same building site and the same building footprint must be utilized.
4. The building or other improvement must have been legally permitted to have been built or have legally existed as non-conforming before the event.
5. No condition shall be altered in any way, except to remedy the effects of such damage or destruction. Additions or alterations that cause the lot, use, building, improvement, structure or condition to conform more closely to the provisions of this Code will be allowed.

6. Permits for repair or replacement of such buildings, or improvements must meet one of these classifications:

- a. A commercial function permit must be received and paid in part within one (1) year of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within one (1) year of the causative event.
- b. A residential or mixed use function must be received and paid in part within two (2) years of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within two (2) years of the causative event.

**Deleted:** <#>Permits for repair or replacement of such buildings, or improvements must be received and paid in part within one (1) year of the causative event. ¶

D. J.

**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:**  
IPL0093233

**Order Status:**  
Submitted

**Classification:**  
Legals & Public Notices

**Package:**  
BLX - Legal Ads

**Final Cost:**  
59.40

**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**  
October 6, 2022 11:35:41 AM EDT

**Amount:**  
59.40

**SCHEDULE FOR AD NUMBER IPL00932330**

October 12, 2022  
SunHerald (Biloxi)

**PREVIEW FOR AD NUMBER IPL00932330****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 PM, Thursday, October 27, 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.

**Zoning Map Amendment 2209PC151**, by owners Kenneth & Sherry Simons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

**Resubdivision 2209PC175**, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

**Zoning Map Amendment 2204PC077**, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

**Planning Commission Approval 2210PC178**, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

**Zoning Map Amendment 2210PC181**, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

**Zoning Text Amendment 2210PC184**, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

**Planning Commission Approval 2210PC185**, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

**Zoning Map Amendment 2210PC186**, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

**Special Exception 2210SE188**, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

**Planning Commission Approval 2210PC190**, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

**Zoning Map Amendment 2210PC191**, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

**Zoning Map Amendment 2210PC192**, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 2022  
Keith Williams, Chairman  
City of Gulfport Planning Commission  
W00000000  
Publication Dates

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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 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, AND THE SMARTCODE ORDINANCE OF THE CITY OF GULFPORT ADOPTED THE 13TH DAY OF FEBRUARY, 2007 (ORDINANCE NO. 2522), AS AMENDED, APPENDIX D - SMARTCODE, ARTICLE 1.8.1 – PRE-EXISTING AND POST-EMERGENCY CONDITIONS, 4.11 – NON-CONFORMING CONDITIONS, 5.12 – PRE-EXISTING CONDITIONS

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 2210PC184.

In appendix D – Smartcode, Article 1,1.8.1 – Pre-Existing and Post-Emergency Conditions, 4.11-Non-Conforming Conditions, 5.12 – Pre-Existing Conditions.

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

**SECTION 1:** That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under appendix D – Smartcode, Article 1, 1.8.1 – Pre-Existing and Post-Emergency Conditions

**EXISTING:**

1.8.1 Damage Due to Emergency Conditions. Notwithstanding anything to the contrary contained or implied herein, if a building, structure, or other improvement is damaged or destroyed by any event resulting in the declaration of an emergency or disaster applicable to the City by the Mayor and City Council, the owner of record on the date of the event may repair or rebuild such building, structure or other improvement on the same building site and with the same building footprint by right. To qualify, the building, structure, or other improvement must have been legally permitted to have been built under this or other Codes, or have legally existed as a non-conforming building, structure, or other improvement prior to the causative event; neither the lot, use, building, improvement, structure nor condition shall be added to or altered in any way, except to remedy the effects of such damage or destruction, unless such additions or alterations cause the lot, use, building, improvement, structure or condition to conform more closely with the provisions of this Code; and permits for repair or replacement of such buildings, structures, or improvements shall have been issued within one (1) year of the causative event.

**AMEND TO READ:**

1.8.1

**Damage Due to Emergency Conditions. To be granted permission to rebuild a non-conforming building or other improvement all of the following apply:**

- 1. The building or other improvement is damaged or destroyed by an event resulting in the declaration of an emergency or disaster as applicable to the City by the Mayor and City Council.**

2. The owner of record on the date of the event may apply to repair or rebuild such building.
3. The same building site and the same building footprint must be utilized.
4. The building or other improvement must have been legally permitted to have been built or have legally existed as non-conforming before the event.
5. No condition shall be altered in anyway, except to remedy the effects of such damage or destruction. Additions or alterations that cause the lot, use, building, improvement, structure or condition to conform more closely to the provisions of this Code will be allowed.
6. Permits for repair or replacement of such buildings, or improvements must meet one of these classifications:
  - a. A commercial function permit must be received and paid in part within one (1) year of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within one (1) year of the causative event.
  - b. A residential or mixed use function must be received and paid in part within two (2) years of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within two (2) years of the causative event.

**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 appendix D – Smartcode, Article 4, 4.11. – Non-Conforming Conditions

AND EXISITNG:

4.11.1 Damage Due to Emergency Conditions. Notwithstanding anything to the contrary contained or implied herein, if a building, structure, or other improvement is damaged or destroyed by any event resulting in the declaration of an emergency or disaster applicable to the City by the Mayor and City Council, the owner of record on the date of the event may repair or rebuild such building, structure or other improvement on the same building site and with the same building footprint by right. To qualify, the building, structure, or other improvement must lawfully exist prior to the causative event; neither the lot, use, building, improvement, structure nor condition may be added to or altered in any way, except to remedy the effects of such damage or destruction, unless such additions or alterations cause the lot, use, building, improvement, structure or condition to conform more closely with the provisions of this Code; and repair or replacement of such buildings, structures, or improvements shall be completed within one (1) year of the causative event.

AMEND TO READ:

4.11.1

Damage Due to Emergency Conditions. To be granted permission to rebuild a non-conforming building or other improvement all of the following apply:

1. The building or other improvement is damaged or destroyed by an event resulting in the declaration of an emergency or disaster as applicable to the City by the Mayor and City Council.
2. The owner of record on the date of the event may apply to repair or rebuild such building.
3. The same building site and the same building footprint must be utilized.
4. The building or other improvement must have been legally permitted to have been built or have legally existed as non-conforming before the event.
5. No condition shall be altered in any way, except to remedy the effects of such damage or destruction. Additions or alterations that cause the lot, use, building, improvement, structure or condition to conform more closely to the provisions of this Code will be allowed.
6. Permits for repair or replacement of such buildings, or improvements must meet one of these classifications:
  - a. A commercial function permit must be received and paid in part within one (1) year of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within one (1) year of the causative event.
  - b. A residential or mixed use function must be received and paid in part within two (2) years of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within two (2) years of the causative event.

**SECTION 3:** That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under appendix D – Smartcode, Article 5, 5.12. – Pre-Existing Conditions

AND EXISITNG:

5.12.1 Damage Due to Emergency Conditions. Notwithstanding anything to the contrary contained or implied herein, if a building, structure, or other improvement is damaged or destroyed by any event resulting in the declaration of an emergency or disaster applicable to the City by the Mayor and City Council, the owner of record on the date of the event may repair or rebuild such building, structure or other improvement on the same building site and with the same building footprint by right. To qualify, the building, structure, or other improvement must have been legally permitted to have been built under this or other Codes, or have legally existed as a non-conforming building, structure, or other improvement prior to the causative event; neither the lot, use, building, improvement, structure nor condition shall be added to or altered in any way, except to remedy the effects of such damage or destruction, unless such additions or alterations

cause the lot, use, building, improvement, structure or condition to conform more closely with the provisions of this Code; and for repair or replacement of such buildings, structures, or improvements shall be completed within one (1) year of the causative event.

AMEND TO READ:

5.12.1

**Damage Due to Emergency Conditions.** To be granted permission to a non-conforming building or other improvement all of the following apply:

1. The building or other improvement is damaged or destroyed by an event resulting in the declaration of an emergency or disaster as applicable to the City by the Mayor and City Council.
2. The owner of record on the date of the event may apply to repair or rebuild such building.
3. The same building site and the same building footprint must be utilized.
4. The building or other improvement must have been legally permitted to have been built or have legally existed as non-conforming before the event.
5. No condition shall be altered in any way, except to remedy the effects of such damage or destruction. Additions or alterations that cause the lot, use, building, improvement, structure or condition to conform more closely to the provisions of this Code will be allowed.
6. Permits for repair or replacement of such buildings, or improvements must meet one of these classifications:
  - a. A commercial function permit must be received and paid in part within one (1) year of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within one (1) year of the causative event.
  - b. A residential or mixed use function must be received and paid in part within two (2) years of the causative event. An extension may be considered by the Consolidated Review Committee (CRC) if application for extension is made within two (2) years of the causative event.

**SECTION 4:** Upon passage by a unanimous vote of all members of the governing body, this ordinance shall be in full force and effect immediately upon passage in order to provide for the immediate and temporary preservation of the public peace, health and safety. For failure to be adopted unanimously, this Ordinance shall otherwise 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 upon the minutes of the Gulfport City Council.

**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 amends Appendix D to the City's Code of Ordinances (the Zoning Ordinance) by correcting Pre-Existing, Post-Emergency, and Non-Conforming Conditions. 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 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's

Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> 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 votes, to-wit:

YEAS:            ABSTENTIONS:            ABSENCES:            NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(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

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CITY OF GULFPORT PLANNING COMMISSION

2210PC184

TRANSCRIPT OF HEARING

October 27, 2022

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
- HAROLD SPANN
- GARLON PEMBERTON

STAFF PRESENT:

- GREG HOLMES
- MATILDA WELCH
- LORAIN HUGHES
- KEVIN BROWN
- CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Zoning Text Amendment 2210PC184  
2 has been duly and timely noticed as required by law. The  
3 applicant requests amendments to the Smart Code zoning  
4 ordinance as amended, Section 1.8.1 damage due to emergency  
5 conditions, Section 4.11.1 damage due to emergency  
6 conditions, and Section 5.12.1 damage due to emergency  
7 conditions. A copy of the package Exhibit 8 considered is  
8 hereby offered to the record.

9 MR. WILLIAMS: Thank you.  
10 Who's going to speak on this for us tonight?

11 MR. LONG: I'll comment on that real quick,  
12 Mr. Chairman.

13 MR. WILLIAMS: All right.

14 MR. LONG: What we found, we were doing a  
15 review on some of these code sections, and we found that all  
16 three of these sections in the Smart Code regulations had  
17 varying conditions in which you could repair a damaged  
18 building under emergency conditions.

19 And so we sat down and had a discussion about  
20 how to straighten out that language and before you, you  
21 actually see some of the proposals. You're actually  
22 probably seeing a third format on it versus its original  
23 rendition, but relatively everything remains the same. What  
24 we flushed out of it was we flushed out about the when you  
25 could repair something or how long you'd have to repair

1 something after an emergency is declared. So a causative  
2 event is what it says by code. So, you know, unfortunately  
3 after a hurricane or a tornado or something like that, how  
4 long you had to repair it. So those specifics are in there  
5 now.

6 And we were trying to make all three of those  
7 conceptions the equivalent instead of one ( ) like  
8 another.

9 MR. WILLIAMS: So this is just kind of  
10 cleaning it up getting consistency throughout?

11 MR. LONG: Yes, sir.

12 MR. WILLIAMS: All right. Commissioners, any  
13 questions on that?

14 Anyone here tonight to speak on this one way  
15 or the other?

16 MR. FOSTER: Good evening. Jim Foster, 816  
17 Lewis Avenue in Gulfport, Mississippi.

18 I'm on the CRC, and I just wanted to voice my  
19 support of these changes. They make sense. They clarify  
20 matters and give the ability to the CRC essentially to  
21 provide extensions in the event of disasters of various  
22 types.

23 MR. WILLIAMS: All right. Good deal. Thank  
24 you, sir. Appreciate it. Appreciate your efforts on this,  
25 too.

1                   Anyone else here to speak?

2                   MR. MCCOWN: I am William J. McCown, 702 Camp  
3 Avenue, Gulfport, which is in the West Side.

4                   I'm also a member of the CRC, the  
5 Consolidated Review Committee. This change has gone through  
6 the CRC, and we've worked to make that language consistent  
7 in these three applicable sections of Appendix D.

8                   MR. WILLIAMS: All right. Thank you, sir.  
9 Appreciate your support of it and all the work you've put  
10 into this throughout the years.

11                   Anyone else here to speak on this case?

12                   Commissioners, you've heard the explanation  
13 and then two of the members of the committee speak in favor  
14 and support of it. Any further questions or a motion,  
15 please?

16                   MS. ADOLPH: Mr. Chairman, I just have one  
17 question.

18                   MR. WILLIAMS: Certainly.

19                   MS. ADOLPH: In terms of the text amendment  
20 and the changes, how will that information be conveyed to  
21 the citizenry? How will that -- so that we don't wait until  
22 we have an emergency and then people, you know, for whatever  
23 reason, insurance claims, whatever, do not know the process.  
24 Will there be some kind of publicity campaign or something  
25 put in the water bill, whatever, so people know about these

1 changes?

2 MR. LONG: So that discussion actually came  
3 up in the meetings, how would we convey that information.  
4 And normally we start with the publication of the ordinance  
5 in the paper. The ordinance will actually make its way into  
6 the code books.

7 We absolutely could put it in the water  
8 bills. And then we'd have to maybe isolate the areas of  
9 Smart Code in the city so we could actually keep those costs  
10 down.

11 If you would like to make that as a  
12 recommendation from the planning commission, we would  
13 absolutely do that. We could do it post City Council  
14 approval, and when the City Council approves it, that would  
15 incur any extra expenses.

16 One of the other things that came up was that  
17 after the event, we would also put out that information to  
18 let the public know that they have basically a two-year time  
19 frame in the event of residential, have a two-year time  
20 frame to come in and start the repair process. And that's  
21 actually to start the repair process, not complete, just  
22 start it. And commercial is one year, so you have one year  
23 to start the repair process. And it also gave the CRC the  
24 ability to issue extensions which was something that didn't  
25 exist before, but we put it in here as a consideration for

1 the board.

2 MR. WILLIAMS: It sounds good, sounds good.

3 MS. ADOLPH: Thank you.

4 MR. WILLIAMS: Ms. Virginia, I'm sure you're  
5 confident that with the staff having talked about it, that  
6 they will get the publicity out, so I'm not sure it needs to  
7 be included in our motion to change it up in any way. But  
8 glad that they recognized it and already working on it.

9 MS. ADOLPH: And I'm sure the CRC will make  
10 the proper recommendation.

11 MR. WILLIAMS: Correct. Thank you, ma'am.

12 Any other questions or comments? Can we have  
13 a motion on this one, please?

14 MR. SELLERS: Mr. Chairman, I move we approve  
15 Case File 2210PC184, the zoning text amendment, as  
16 presented.

17 MS. ADOLPH: Second.

18 MR. WILLIAMS: Got a motion and a second for  
19 approval. Any further discussion? If not, all those in  
20 favor signify by saying aye. Any opposed?

21 All right. It's been passed. So thanks for  
22 all the work on that, gentlemen. Staff, thank you all for  
23 working on that, too.

24 (Unanimous vote.)

25

1                   BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2  
3 2210PC184

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6                   COURT REPORTER'S CERTIFICATE

7  
8                   I, Norma Jean Ladner Soroe, 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 6 pages  
12 constitute a true and correct transcription of said hearing  
13 held on the 27th day of October 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 3rd day of November  
20 2022.

21  
22  
23 \_\_\_\_\_  
24 NORMA JEAN LADNER SOROE, CSR #1297  
25 Certified Shorthand Reporter

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 AWARD TO JE Talley construction, Inc., FOR THE repairs to moses pier due to hurricane zeta project, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND JE Talley construction, Inc., FOR SAID WORK, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport desires to undertake a project to repair damage to Moses Pier that was caused by Hurricane Zeta in October of 2020; and

**WHEREAS**, pursuant to authority of this City Council, the City solicited bids for the construction of the aforementioned project and received bids from four (4) contractors; and

**WHEREAS**, the lowest and best base bid of the four (4) bids received was determined to have been submitted by JE Talley Construction, Inc., in the amount of \$938,325.82 (Base Bid) as recommended Wayne Miller, P.E., City Engineer, and Covington Civil and Environmental, project engineer, and as set forth in the supporting documentation (see Exhibit “A” attached hereto); and

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

**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 bid of JE Talley Construction, Inc., be and the same is hereby accepted, and that the contract/agreement attached hereto as Exhibit “A” be and the same is hereby approved and found to be in the best interest of the City, and the Mayor 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 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 – 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:** November 9 22, 2022

**Re:** **Recommendation to Award Contract to JE Talley Construction Inc.  
– Repairs to Moses Pier Due to Hurricane Zeta**

---

On November 3, 2022, bids were received for the above referenced project. Four (4) bids were received with JE Talley Construction Inc. considered as the lowest bidder in the amount of \$938,325.85.

This project is designed to repair Moses Pier and the jetty leading to the pier. 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 November 7, 2022 from Andrew Levens
2. Bid Tabulation
3. Contract



November 7, 2022

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

**Re: Repairs to Moses Pier Due to Hurricane Zeta  
Recommendation for Contract Award**

Dear Mr. Miller:

Per your authorization, four (4) bids were received on November 3, 2022, for the subject project. We accepted bid prices for a total base bid to repair the pier and jetty at Moses Pier. JE Talley Construction Inc. submitted the lowest bid. The total cost for base bid is the following amount:

Total Base Bid – Repairs to Moses Pier and Jetty: \$938,325.85

We recommend the City of Gulfport award the Base Bid contract to JE Talley Construction Inc. for \$938,325.85 to repair the pier and jetty at Moses Pier.

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**

Andrew Levens, P.E.  
Engineering Manager



11/7/2022

**Repairs to Moses Pier Due to Hurricane Zeta**  
**Bid Tabulation**  
**Bid Opening: November 3, 2022 at 10:30 AM**

No.	Description	QTY	UNIT	David Rush Construction		Fair Tide Marine & Construction, LLC		Gill's Crane & Dozer Service, Inc.		JE Talley Construction Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
01505-A	Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 59,654.11	\$ 59,654.11	\$ 150,000.00	\$ 150,000.00	\$ 68,750.00	\$ 68,750.00
02050-L	Demolition	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 110,000.00	\$ 110,000.00	\$ 150,000.00	\$ 150,000.00	\$ 37,500.00	\$ 37,500.00
02221-B	Select Foundation Material	90	CY	\$ 85.00	\$ 7,650.00	\$ 140.00	\$ 12,600.00	\$ 130.00	\$ 11,700.00	\$ 156.25	\$ 14,062.50
02512-A	Hot Bituminous Pavement (MIDOT ST. 12.5 mm mix)(4" Thick)	245	SY	\$ 70.00	\$ 17,150.00	\$ 55.00	\$ 13,475.00	\$ 80.00	\$ 19,600.00	\$ 56.25	\$ 13,781.25
02522-A	Concrete Pavement	600	SY	\$ 120.00	\$ 72,000.00	\$ 70.00	\$ 42,000.00	\$ 175.00	\$ 105,000.00	\$ 87.50	\$ 52,500.00
06101-A	3"x8" Handrail (20'-0")	57	EA	\$ 450.00	\$ 25,650.00	\$ 450.00	\$ 25,650.00	\$ 400.00	\$ 22,800.00	\$ 312.50	\$ 17,812.50
06101-B	3"x6" Handrail (20'-0")	113	EA	\$ 440.00	\$ 49,720.00	\$ 440.00	\$ 49,720.00	\$ 350.00	\$ 39,550.00	\$ 312.50	\$ 35,312.50
335031-A	Decking	6420	SF	\$ 23.00	\$ 147,660.00	\$ 29.00	\$ 186,180.00	\$ 20.00	\$ 128,400.00	\$ 16.88	\$ 108,369.60
06101-C	3"x8" Stringers (12'-0")	576	EA	\$ 365.00	\$ 210,240.00	\$ 530.00	\$ 305,280.00	\$ 250.00	\$ 144,000.00	\$ 156.25	\$ 90,000.00
02721-1-A	Concrete Cap	69	EA	\$ 2,650.00	\$ 182,850.00	\$ 2,200.00	\$ 151,800.00	\$ 2,500.00	\$ 172,500.00	\$ 3,437.50	\$ 237,187.50
06101-D	Pavilion	2	EA	\$ 32,000.00	\$ 64,000.00	\$ 30,000.00	\$ 60,000.00	\$ 25,600.00	\$ 51,200.00	\$ 28,750.00	\$ 57,500.00
06101-D2	Fishing Pier Pavilion	1	LS	\$ 98,000.00	\$ 98,000.00	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00	\$ 68,750.00	\$ 68,750.00
06101-F	6" x 6" Treated Posts (3'-6")	236	EA	\$ 225.00	\$ 53,100.00	\$ 70.00	\$ 16,520.00	\$ 300.00	\$ 70,800.00	\$ 81.25	\$ 19,175.00
40000-A	Signage	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,125.00	\$ 8,125.00
02752-1-A	1/4 Ton Riprap	730	SY	\$ 195.00	\$ 142,350.00	\$ 115.00	\$ 83,950.00	\$ 150.00	\$ 109,500.00	\$ 150.00	\$ 109,500.00
<b>TOTAL BASE BID</b>					\$ 1,225,370.00		\$ 1,192,329.11		\$ 1,240,050.00		\$ 938,325.85

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.



*Andrew N. Levens*

11/3/2022

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 \_\_\_\_\_ (hereinafter called **CONTRACTOR**).

JE Talley Construction Inc. \_\_\_\_\_  
**OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

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

**REPAIRS TO MOSES PIER DUE TO  
HURRICANE ZETA  
PROJECT NO. 178592**

**Article 2. ENGINEER.**

The Project has been designed by:

Covington Civil & Environmental  
2300 14<sup>th</sup> Street  
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 TIMES.**

3.1. The Work will be substantially completed within One Hundred and Eighty (180) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

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

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

3.3. Notwithstanding anything to the contrary in this Contract or in any other document, in the event of delay to CONTRACTOR's work, CONTRACTOR shall be entitled to an extension of time but not to any additional compensation for such delay. CONTRACTOR's entitlement to a time extension shall be limited to delays on the project critical path which are not caused in whole or in part by the CONTRACTOR, which are nonconcurrent with any other delays affecting the CONTRACTOR's work, and which are allowable only to the extent the CONTRACTOR can prove actual delay to the critical path of the CONTRACTOR's work based upon schedules approved by the OWNER and properly updated.

#### **Article 4. CONTRACT PRICE.**

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

The sum of \$ Nine Hundred Thirty-Eight Thousand Three Hundred Twenty-Five and Eighty-Five  
(\$ 938,325.85 ) in accordance with CONTRACTOR'S Bid Proposal  
dated November 3, 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).

5.1.12. 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.

5.12. 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.

52. *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 8, inclusive).
- 8.2. Exhibits to this Agreement (CITY OF GULFPORT CONSTRUCTION STANDARDS).
- 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 MOSES PIER DUE TO  
HURRICANE ZETA  
PROJECT NO. 178592**  
and consisting of 12 divisions, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 8, inclusive, with each sheet bearing the following general title:  
**REPAIRS TO MOSES PIER DUE TO HURRICANE ZETA  
PROJECT NO. 178592**
- 8.9. Addenda numbers   3   to   3  , inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 4, 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.

9.6. OTHER PROVISIONS.

None.

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

This Agreement will be effective on \_\_\_\_\_, 2022, (which is the effective Date of the Agreement).

OWNER:  
**City of Gulfport**

CONTRACTOR:  
JE Talley Construction Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:  
P.O. Box 1780  
Gulfport, MS 39502

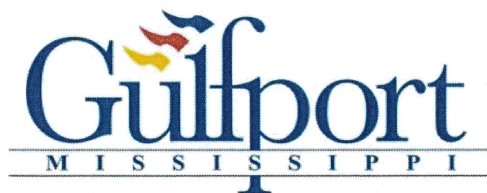
Address for giving notices:  
1711 Prospect Avenue  
Pascagoula, MS 39567

(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. 20882-MC

Agent for service of process:

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



DEPARTMENT OF  
LEISURE SERVICES

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

To: Mayor Billy Hewes  
Leonard Papania, CAO  
City Council

LS Admin. Bldg.  
135 Courthouse Road  
Gulfport, MS 39507

From: Gus Wesson, Director

Date: November 10, 2022

Re: LED Lighting Services – Standard Lease Agreement for Lyman Community Center

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We are requesting to enter into an agreement for the attached Lighting Service – Standard Lease Agreement with MS Power Company. It would provide additional lighting in that area.

Lyman Community Center	\$453.00 monthly	84 months
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A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson



Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

- 1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
- 2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
- 3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
- 4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
- 5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
- 6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
- 7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
- 8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
- 9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
- 10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
- 11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
  - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
  - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.

c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

**CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: \_\_\_\_\_ 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 LIGHTING SERVICES LEASE AGREEMENT WITH MISSISSIPPI POWER COMPANY FOR THE PURPOSE OF PROVIDING LIGHTING EQUIPMENT UPGRADES AT LYMAN COMMUNITY CENTER, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport desires to install improved lighting equipment in and around the Lyman Community Center, more specifically, the city intends to install twenty (20) 27,000+ LED fixtures and related electrical materials for same; and

**WHEREAS**, Mississippi Power has provided a proposed “Service Agreement” pertaining to the aforementioned work, and it is in the best interest of the City to approve the said “Service Agreement” which is attached hereto as Exhibit “A”.

**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 Service Agreement attached hereto as Exhibit “A” be, and the same is hereby, approved and the Mayor is hereby authorized to execute and deliver 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 was 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 Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PRICING STRUCTURE FOR THE 2022 HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport, annually, invites residents and visitors to our City to a winter wonderland of lights in Jones Park at the City’s Harbor Lights Winter Festival; and

**WHEREAS**, the start of the Harbor Lights Winter Festival is soon upon us and it is now necessary to set the pricing structure for the 2022 Festival in order that the ticket costs may be announced to the public well in advance of the start of the event; and

**WHEREAS**, the ticket revenue from the event is necessary to cover most of the costs associated with the Festival, which costs include, but are not limited to, set-up and break-down, security, personnel, entertainment, credit card related fees and charges, portolets, signage, sound equipment, and, of course, costs associated with Santa and Mrs. Claus; and

**WHEREAS**, the Director of the Department of Leisure Services, Gus Wesson, has presented a Memorandum requesting approval of the pricing structure (which includes discount days) for the 2022 Harbor Lights Winter Festival, which Memorandum is attached hereto as Exhibit “A”; and

**WHEREAS**, the Council finds it is in the best interest of the City to approve the pricing structure as presented by the Director of the Department of Leisure Services for the 2022 Harbor Lights Winter Festival.

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

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

**Section 2.** That the proposed ticket pricing structure, (\$15.00 for adults (13 and older), \$5.00 for children ages 5-12, free for children 4 and under) and the proposed Discount Nights as more fully set forth in Exhibit “A” hereto (Memorandum of Director of Leisure Services, Gus Wesson) be and the same

is hereby approved and the City, by and through the Department of Leisure Services is authorized to charge said admission fees (ie, ticket costs) to those who visit the 2022 Harbor Lights Winter Festival to assist with covering the costs, as more fully set forth in the preamble hereto, associated with the event.

**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**

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 AUTHORIZE EXECUTION OF PRELIMINARY ENGINEERING AGREEMENT WITH CSX TRANSPORTATION, INC., AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport desires to undertake a project to install four new quadrant gates at the intersection of 25<sup>th</sup> Avenue and CSX tracks with concrete median crossing signal system and separate pedestrian gate to improve the safety of the nearly 49,000 vehicles that travel this route daily and increase the number of pedestrians that walk the downtown area and to take a critical step in implementing a “quiet zone” along this railway; and

**WHEREAS**, the City received a grant from the Federal Railroad Administration for the engineering work associated with the aforementioned project and, due to plan revisions required by CSX Transportation, Inc., it is necessary to extend the grant period ending date from November 30, 2022 to June 30, 2022; and

**WHEREAS**, a proposed Grant Adjustment Request Form is submitted for review and approval, as set forth in the memorandum and supporting documentation from Wayne Miller, P.E., Public Works Director, all attached hereto as collective Exhibit “A”; and

**WHEREAS**, the Mayor and Council are of the opinion that submission of the Federal Railroad Administration Grant Adjustment Request Form is in the best interest of the city of Gulfport.

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

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

**SECTION 2.** That the proposed Federal Railroad Administration Grant Adjustment Request Form, as attached hereto as a part of Exhibit "A" be, and it is hereby approved, and the Mayor is hereby authorized to execute and submit said form on behalf of the City of Gulfport, Mississippi.

**SECTION 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread on 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**



# 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  
Jeff Bruni, Esq, City Attorney

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

**Date:** 11/9/2022

**Re:** **Recommendation to Approve Grant Adjustment Request**  
- **Federal Railroad Administration**  
- **FY 2017 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant**  
- **All Aboard the Safety Train PE/NEPA Project (Quad Gate Project)**

WEM

---

Attached for your consideration is a Federal Railroad Administration Grant Adjustment Request Form for the referenced project. The grant adjustment request extends the current contract time from November 30, 2022 to June 30, 2023. There is NO cost for this change. The purpose for this extension is to allow the engineering and estimate revisions to include an additional pedestrian safety design. CSX Railroad is in the process of revising their plan which is expected to take up to 30 days if not longer, extending past the current Project Performance Period of 11/30/2022. MDOT and CSX have both been notified of the revisions and have no objections.

The project will install a new four (4) quadrant gate with a concrete median crossing signal system and separate pedestrian gate. When built, the new gate system will improve the safety of nearly 49,000 vehicles that travel this route daily and the increasing number of pedestrians that stroll the downtown area. Once constructed, this gate system will also be a critical step in implementing a "quiet zone", a long-awaited goal for the City of Gulfport residents that live along this railway.

I recommend approval of this adjustment request.

Attachment:

1. Federal Railroad Administration Grant Adjustment Request Form



**B. Please provide a detailed description and justification of the requested grant adjustment:**

### **III. Certification of Authorized Representative**

I have reviewed this request and certify that the proposed changes will improve my organization's ability to successfully execute project activities according to the grant or cooperative agreement. Furthermore, I certify that, to the best of my knowledge, the request is allowable within the terms and conditions of the award.

---

Signature of the Authorized Official

Date:

Name:

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 TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

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

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

**WHEREAS**, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$818.48 for the purchase of the items identified in the attached documentation hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

**Section 2.** That the City of Gulfport, by and through the Gulfport Fire Department, is hereby authorized to expend municipal funds in the amount of \$818.48, payable in payment to the entity listed on the attached requests to purchase.

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

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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**



Limited time! Get \$50 when you open a new account and spend \$30\*

\*Click Apply now for details

Purchase amount \$818.48

Statement credit -\$50.00

Cost after credit \$768.48

[Apply now](#)

## Cart (63)

### How you'll get your items

[Shipping \(20\)](#)

[Pickup \(43\)](#)

## Pickup items (43)

### Gulfport, MS

10431 Old Hwy 49

Select date and time in checkout

[Change](#)



Dubble Bubble Gum (4.41lbs.)

Item 756988

5

\$40.60

[Remove](#)

[Save for later](#)

[Deliver instead](#)



HERSHEY'S and REESE'S Chocolate Assortment Candy, Christmas, Bulk Variety Bag (35.3 oz., 140 pcs.)

Item 990000690

Only 11 left

5

\$54.90

[Remove](#)

[Save for later](#)

[Ship instead](#)

[Deliver instead](#)



Tootsie Playtime Mix Bag (4.75 lbs.)

Item 980183399

20

\$215.60

[Remove](#)

[Save for later](#)

[Ship instead](#)

[Deliver instead](#)



Hershey Factory Favorites Chocolate and Creme Assortment Snack Size Candy (68.7 oz., 155 pieces)

Item 980326130

3

\$55.08

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



Dum Dum Original Pops (500 ct.)  
Item 831071

5

\$75.60

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



Charms Blow Pop (100 ct.)  
Item 9949

5

\$55.60

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

## Shipping items (20)

### Enter a ZIP Code

Select shipping method in checkout



HERSHEY'S KISSES Milk Chocolate Candy, Holiday, Bag (52 oz., 310 Pieces)  
Item 990000925  
**Free shipping for Plus**

5

\$71.40

[Remove](#) [Save for later](#) [Pick up instead](#) [Deliver instead](#)



M&M'S, Snickers, Starburst & More Assorted Holiday Candy (43.6 oz., 150 ct.)  
Item 990002212  
**Free shipping for Plus**

5

\$54.90

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



Hershey's Miniatures Assorted Chocolate Candy (56 oz., 180 pc.)  
Item 980353155  
**Free shipping for Plus**

5

\$80.90

[Remove](#) [Save for later](#) [Pick up instead](#) [Deliver instead](#)



Hershey Chocolate and White Creme Assortment Candy, Christmas, Bulk Variety Bag (81.25 oz., 315 pcs.)  
Item 990000950  
**Free shipping for Plus**

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

### Total

Subtotal (63 items)	\$814.48
Pickup fee ⓘ	\$4.00
Est. shipping costs ⓘ	--
<a href="#">Enter a ZIP Code</a>	

[+ Become a Plus member for](#)

- Free shipping
- Free Curbside Pickup

Starts now!

Sales tax (calculated in checkout) --

**Est. total**

**\$818.48**

[Begin checkout](#)

[Subject to terms and conditions](#)

### Deals and offers

[Sign in](#) or [register](#) your membership to see your eligibility

[Add an offer code](#)

### Popular products

Instant Savings



Quilted Northern Ultra Soft and Strong Toilet Paper (271 sheets/roll,...

Save \$3.50 ~~\$22.28~~  
**\$18.78**

Free shipping *Plus*

[Add to cart](#)

Instant Savings

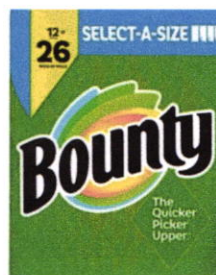


Cascade Platinum ActionPacs Dishwasher Detergent Pods, Fresh...

Save \$5.50 ~~\$23.48~~  
**\$17.98** \$0.20/ea

Free shipping *Plus*

[Add to cart](#)



Bounty Select-A-Size 2-Ply Paper Towels, White (108 sheets/roll, 12...

**\$22.18** \$1.85/ea

Free shipping *Plus*

[Add to cart](#)

Instant Savings



Dawn Platinum Dishwashing Liquid Dish Soap, Refreshing Rain (90 fl. oz.)

Save \$2.00 ~~\$11.88~~  
**\$9.88** \$0.11/fo

Free shipping *Plus*

[Add to cart](#)

Ins

Cha  
Giar

Save  
**\$2**

Free

○ ○ ○ ○

[Back to top](#)

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 AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE GULFPORT BRANCH NAACP ORATORICAL SCHOLARSHIP PROGRAM, AND FOR RELATED PURPOSES**

**WHEREAS**, the Gulfport Branch of the NAACP awards scholarships to deserving and eligible young people each year, and the City of Gulfport desires to stand in support of that scholarship program; and

**WHEREAS**, the City desires to make a financial donation to the scholarship program as a sponsor of that program; and

**WHEREAS**, City of Gulfport receives advertising thru the advance promotion of and press coverage afforded the award of educational funds through this scholarship fund to deserving and eligible young people in our community; and

**WHEREAS**, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$\$3,500.00 to the Gulfport Branch of the NAACP in support of its scholarship program serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

**Section 2.** That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of \$3500.00 to be used to sponsor the Gulfport Branch of the NAACP's Oratorical Scholarship program and the opportunities, possibilities and resources of the City of Gulfport.

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:**

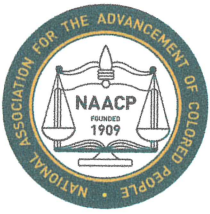
\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

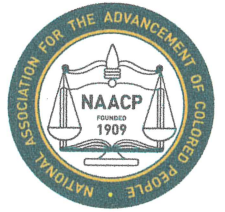
**APPROVED:**

\_\_\_\_\_  
**MAYOR**



**NATIONAL ASSOCIATION FOR  
THE ADVANCEMENT OF COLORED PEOPLE  
GULFPORT BRANCH**

P.O. Box 4244  
GULFPORT, MS 39502



October 12, 2022

Brittany Rogers, Clerk of Council CDMC  
City of Gulfport  
2309 15<sup>th</sup> Street  
Gulfport, MS 39501

Dear Ms. Rogers:

Per your directions, I am writing to request a donation from the City Council in the amount of \$3,500.00 to support the 2022 Gulfport Branch Oratorical Scholarship.

Your restricted donation will be earmarked to support education only.

Please know that your continued support is very much appreciated,

Your check may be made payable to NAACP Gulfport Branch, P.O. Box 4244, Gulfport, MS 39502.

Should you have questions, you may contact me directly at (228) 806 - 7128.

Sincerely,

Gary Fredericks, President  
NAACP Gulfport Branch



Facility Use Fee Waiver Request Form

Date of Request: 11/4/2022

Name of Person Submitting Request: James Ivory

Organization or Group Requesting Fee Waiver:

Name: Mississippi Highway Patrol

Address: 16741 Highway 67 Phone Number: 228-860-6176  
Biloxi, MS 39532

Reason for Fee Waiver Request:

Annual Christmas Party for Mississippi Highway Patrol Troop K

Primary Contact Person:

Name: James Ivory

Address: 16741 Highway 67. Biloxi, MS 39532

Phone Number: 228-860-6176 E-Mail Address: jivory@dps.ms.gov

Facility/facilities requested: Lyman Community Center Date/s of Event: 12/7/2022

Event Type: Christmas Party

Event Time(start and end): 6:00 p.m. - 9:00 p.m.

Date/s Required for Set Up and Breakdown: \_\_\_\_\_

Anticipated Attendance (Number of Persons per day): 75

Fee Waiver Total: Rental Fee: \$ 130 X 3 Hours = \$390.00

(Must include set-up and breakdown times)



# Facility Use Fee Waiver Request Form

Circle one:

- |  | Y                                   | or | N                                   |
|--|-------------------------------------|----|-------------------------------------|
| • Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations?<br><i>If yes please, provide us with a copy of your 501 (c) non-profit status with this request.</i> | <input checked="" type="checkbox"/> |    | <input type="checkbox"/>            |
| • Does applicant intend to sell vendor space or tables?  | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> |
| • Is there a charge to enter this event?   | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> |
| • Is it open and free to the public?   | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> |

Submit all documents to Reggie Sims at [rsims@gulfport-ms.gov](mailto:rsims@gulfport-ms.gov) or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

\_\_\_\_\_  
SIGNATURE

**James Ivory**

\_\_\_\_\_  
PRINTED NAME

**11/4/2022**

\_\_\_\_\_  
DATE



# Budget Amendment – City of Gulfport

## PUBLIC WORKS AND ENGINEERING

**To:** Todd Harman, CPA, Director of Finance

**CC:** Mayor Billy Hewes  
Leonard Papania, CAO  
Jeremy Harrison, P.E., Assistant City Engineer  
Tyler Gentry, Assistant Director of Public Works - Operations  
Legal Department

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

**Date:** 11/10/2022

**Re:** **Budget Amendment to Fund Construction Contract with JE Talley Construction Inc.**  
- Repairs to Moses Pier Due to Hurricane Zeta Damage

---

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
Disaster Relief Surplus Funds	030-640100-Z8592 (ZETA – Moses Pier, Construction)	\$938,325.85
	<b>TOTAL</b>	<b>\$938,325.85</b>

The Department of Public Works is requesting approval to transfer \$938,325.85 from Disaster Relief Surplus Funds to fund the construction contract with JE Talley Construction Inc. for Repairs to Moses Pier Due to Hurricane Zeta Damage.

On November 3, 2022, bids were received for the above referenced project. Four (4) bids were received with JE Talley Construction Inc. considered as the lowest bidder in the amount of \$938,325.85.

This project is designed to repair Moses Pier and the jetty leading to the pier. 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.

This budget amendment is contingent on Council approval for award of contract to the above referenced contractor in the above listed amount.

I hereby recommend this budget amendment.

# City of Gulfport

## Budget Amendment Request

Fund Name	Disaster Relief	Council Meeting Date:	11/22/22
Department #		Budget Amendment Number:	2023-37
Department Name	Disaster Relief		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenues	3,972,195	-	891,410	4,863,605
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	-	-	-
Debt Service Payments	3,972,195	-	938,326	4,910,521
<b>Total</b>	<b>3,972,195</b>	-	<b>938,326</b>	<b>4,910,521</b>

**Total Budget Amendments**  
 as a percentage of the  
 total originally adopted budget

**23.62%**

**SUMMARY:**

*As requested by the Public Works department, this budget amendment will fund Hurricane Zeta repairs to Moses Pier.*

**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.



**MEMORANDUM**

To: City Councilmembers  
 Billy Hewes, Mayor  
 Leonard Papania, Chief Administrative Officer

From: Samantha Sherrill, Human Resources Manager

Date: November 14, 2022

Subject: Defunding of the Building Inspector position effective November 22, 2022

**DEFUNDING CALCULATION**

Position: **Building Inspector**  
 Defund Date: **November 22, 2022**  
 Munis Payroll Charge Org: **611**

Current Budgeted Annual Pay for this Position		Journal Entry	
Base Salary	40,631	611-600100 Salaries	34,566
Longevity	200	611-601900 PERS	6,014
Education	-	611-602200 FICA	2,644
COLA	2,000	611-602500 Life Insurance	346
Certification	-	611-602700 Workers Comp	847
Other	-	611-602600 Health Insurance	5,359
<b>Total</b>	<b>42,831</b>	<b>Total</b>	<b>49,776</b>
Payout on Termination:			
Hours of Comp Time	-		
Hours of Vacation Time	-		

**Summary:**

The defund date for this position falls within pay period 5. To be conservative, finance defunds all positions by budget amendment as of the last day of the pay period. The overall budget defund amount is calculated by taking the funded value of the remaining time in the fiscal year less any payouts on termination for unused comp and/or vacation time.

Funded Value of Remaining Time:

This results in 42 pay weeks remaining in this fiscal year. Defunding this position will defund personnel services for a gross total of \$49,776 (\$34,566 in salaries and wages and \$15,210 in benefits).

Payouts on Termination:

This results in a payout on termination of \$0 (\$0 in salaries and wages and \$0 in benefits).

Overall Budget Defund Amount:

This results in an overall personnel services defunding totalling \$49,776 (\$34,566 in salaries and wages and \$15,210 in benefits). See the required journal entry above needed

Thank you for your consideration.



**MEMORANDUM**

---

**To:** City Councilmembers  
Billy Hewes, Mayor  
Leonard Papania, Chief Administrative Officer

**From:** Samantha Sherrill, Human Resources Manager

**Date:** November 14, 2022

**Subject:** Funding of the Building Inspector position effective November 22, 2022

**FUNDING CALCULATION**

---

Position: **Building Inspector**  
Refund Date: **November 22, 2022**  
Munis Payroll Charge Org: **611**

Current Budgeted Annual Pay for this Position		Journal Entry	
Base Salary	40,631	611-600100 Salaries	34,364
Longevity		611-601900 PERS	5,979
Education	-	611-602200 FICA	2,629
COLA		611-602500 Life Insurance	344
Certification	-	611-602700 Workers Comp	842
Other	-	611-602600 Health Insurance	5,327
Total	40,631	Total	49,485
	-		

**Summary:**

The funding date for this position falls within pay period 5. To be conservative, Finance funds all positions by budget amendment as of the first day of the pay period. The overall budget funding amount is calculated by taking the funded value of the remaining time in the fiscal year.

Funded Value of Remaining Time:

This results in 44 pay weeks remaining in this fiscal year. Funding this position will fund personnel services for a gross total of \$49,485 (\$34,364 in salaries and wages and \$15,121 in benefits).

Thank you for your consideration.

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 22<sup>nd</sup> day of November, 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 uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

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

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

- Parcel 1: 0711O-01-009.000. Lot 7 & S 38 Ft Of Lot 6 Blk 2 Alta Vista Subd Sec 8-8-11. Awarded To 860 Property Maintenance For \$200.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 701 43rd Ave. (Realty International Llc)
- Parcel 2: 0711J-06-051.001. Lots 14 To 16 Inc Blk 8 Gaston Point Add. Awarded To Purposed By Design Lawn Maintenance Llc For \$320.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1306 Woodward Ave A. (Up The Creek Without A Paddle Llc)
- Parcel 3: 1010L-04-015.000. Com At Inter Of S Mar Of Riley Ave & E Mar Of Teagarden Rd Nely Along Riley Ave 381.5 Ft M/L To Pob Nely Along Rd 50 Ft S 200 Ft Swly 30 Ft Nly To Pob Part Of Sw 1/4 Of Nw 1/4 Of Sec 31-7-10; S By Jackson E By Jackson N By Riley Ave W By Crosby. Awarded To L & M Lawn Care For \$565.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 831 Riley Ave. (Williams Oscar & Huff Isaac -Est-)
- Parcel 4: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$75.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1820 Curcor Dr. (Barahona Octavio Jose)

**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

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** NOVEMBER 9, 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 22<sup>nd</sup> Day Of November, 2022.

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

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** NOVEMBER 9, 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 1

Parcel 1: 0711J-06-051.001. Lots 14 To 16 Inc Blk 8 Gaston Point Add. Awarded To Purposed By Design Lawn Maintenance Llc For \$320.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1306 Woodward Ave A. (Up The Creek Without A Paddle Llc)

WARD 2

Parcel 2: 0711O-01-009.000. Lot 7 & S 38 Ft Of Lot 6 Blk 2 Alta Vista Subd Sec 8-8-11. Awarded To 860 Property Maintenance For \$200.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 701 43rd Ave. (Realty International Llc)

Parcel 3: 1010L-04-015.000. Com At Inter Of S Mar Of Riley Ave & E Mar Of Teagarden Rd Nely Along Riley Ave 381.5 Ft M/L To Pob Nely Along Rd 50 Ft S 200 Ft Swly 30 Ft Nly To Pob Part Of Sw 1/4 Of Nw 1/4 Of Sec 31-7-10; S By Jackson E By Jackson N By Riley Ave W By Crosby. Awarded To L & M Lawn Care For \$565.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 831 Riley Ave. (Williams Oscar & Huff Isaac -Est-)

Parcel 4: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$75.00 To Cut & Clean The Property, Remove All Weeds, Vines, Limbs, And Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 1820 Curcor Dr. (Barahona Octavio Jose)

**TOTAL: \$ 1,160.00**

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:**            **NOVEMBER 8, 2022**

**To:**             **Mayor Billy Hewes**  
                      **City Council Members**

**From:**          **Department of Urban Development**  
                      **Code Enforcement**

**Subject:**        **7-Day Notice(s) to be made part of the minutes.**

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**RE:**             **7-Day Notice(s) Of Certain Property Within The City Of Gulfport per**  
                      **Mississippi Code §21-19-11(2) For The Said Properties Being Described:**

Parcel 1:            0811B-04-019.002. N 20 Ft Of Lot 26 & All Of Lots 27 & 28 Blk 31 Arlington Heights  
                          Add Sec 3-8-11. Property Located At 2324 16th Ave. For Violation Of Remove/Haul  
                          Off Trash & Debris. (16th Avenue Estates LLC) Case: 10572



DEPARTMENT OF URBAN DEVELOPMENT  
CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502-1780  
Phone: 228-868-5790  
Fax: 228-214-4487  
William H. Hardy Building  
1410 24<sup>th</sup> Ave.  
Gulfport, MS 39501

11/2/2022

**VIA REGULAR U. S. MAIL**

16TH AVENUE ESTATES LLC  
2324 16<sup>TH</sup> AVE  
GULFPORT, MS 39501

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY**

**Re:** 2324 16TH AVE

Dear 16TH AVENUE ESTATES LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2324 16TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8<sup>th</sup>) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

*Tyler Wales*

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)  
(2) City Hall Lobby Urban Development Postings (for posting)  
(3) Subject Property at 2324 16TH AVE (for posting)  
(4) City Attorney's Office



DEPARTMENT OF URBAN DEVELOPMENT  
CODE ENFORCEMENT  
P.O. Box 1780  
Gulfport, MS 39502-1780  
Phone: 228-868-5790  
Fax: 228-214-4487  
William H. Hardy Building  
1410 24<sup>th</sup> Ave.  
Gulfport, MS 39501

11/2/2022

**VIA REGULAR U. S. MAIL**

16TH AVENUE ESTATES LLC  
45 HARDY COURT SHOPPING CTR STE 171  
GULFPORT, MS 39507

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY**

**Re: 2324 16TH AVE**

Dear 16TH AVENUE ESTATES LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2324 16TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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Sincerely,

*Tyler Wales*

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)  
(2) City Hall Lobby Urban Development Postings (for posting)  
(3) Subject Property at 2324 16TH AVE (for posting)  
(4) City Attorney's Office



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**MEMORANDUM – CITY OF GULFPORT**

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**Date:**            **NOVEMBER 8, 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.**

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**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:            0708H-03-031.000. Lot 99 Crestview Subd. 3rd Add. Property Located At 12219 Vada Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove/Relocate Rec Vehicle, Comply W/Planning & Zoning Ord, Remove & Haul Off Debris. (Garner Lyman Lance) Case: 10564



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

October 27, 2022

GARNER LYMAN LANCE  
 12219 VADA 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: 0708H-03-031.000  
 12219 VADA 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:

<b>Violation(s):</b>	<b>Required Corrective &amp; Remedial Action(s):</b>
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
RECREATIONAL VEHICLE ORDINANCE	REMOVE RECREATIONAL VEHICLE/CEASE LIVING IN RV
ZONING COMPLIANCE VIOLATION	COMPLY W/PLANNING & ZONING ORD(SHED WAS TO BE REMOVED)
CONSTRUCTION DEBRIS	REMOVE & HAUL OFF DEBRIS (ALL DEBRIS BURIED NEEDS TO BE DUG UP AND REMOVED)

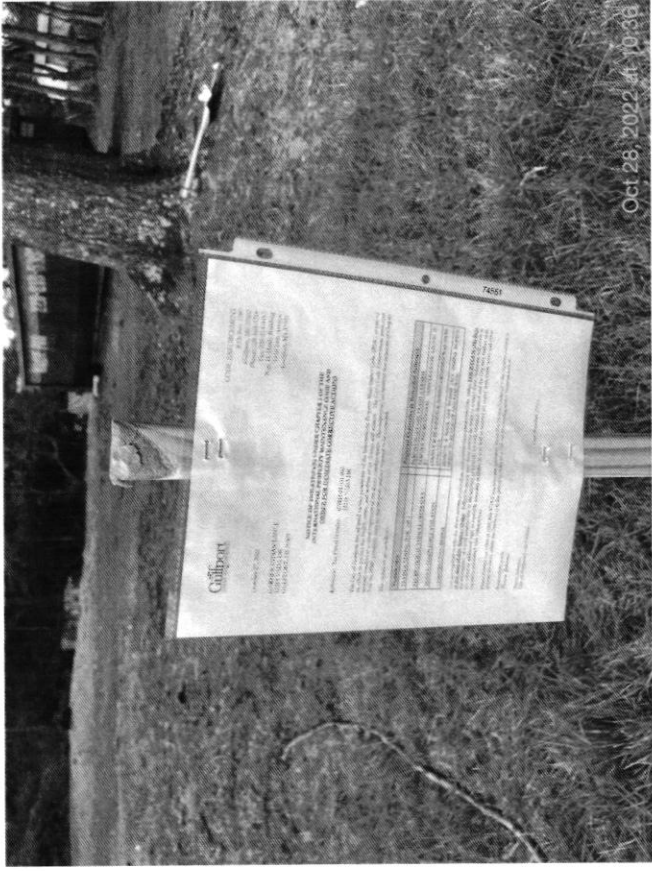
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 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,  
*Travis Johnson*

Travis Johnson  
 City of Gulfport Code Official

Case Number: 10564



Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
PD	Mike Collins	10/2/2022	10/5/2022	10/5/2022	Justin Michael Cripps Interrogation video	emailed active case letter on 10/5/2022	\$0.00
Court	Mike Collins	10/2/2022	10/5/2022	10/5/2022	Justin Michael Cripps Interrogation video	emailed active case letter on 10/5/2022	\$0.00
PD	Amy Stevens	10/3/2022	11/3/2022	11/3/2022	Incident report from 10/1/2021 at 13754 Shelby Court, Matthew Bute	No records found; emailed letter on 11/3/2022	\$0.00
UD	Stella Smith	10/3/2022	10/5/2022	10/5/2022	Hi, May I please have copies of the following items (if they exist): ? 1. Open code violations 2. Permits that need to be closed out 3. Unpaid fines, fees or tickets that do not appear on the taxes (liens/special assessments) File : 1009017 Address: 105 New Haven Court, Orange Grove, Harrison, MS 39503	No records found; emailed letter on 10/5/2022	\$0.00
UD	Skyline Lien	10/3/2022	10/5/2022	10/5/2022	Special assessment letter , Parcel 0809K-02-007.001 , Property : 9375 US 49, Owner: Fautner Bevonias B	No records found; emailed letter on 10/5/2022	\$0.00
Court	Matthew Becker	10/3/2022	10/6/2022	10/6/2022	Please provide misdemeanor and any DUI abstracts for Fredrick Sullivan	complete	\$0.00
Court	US Probation Office	10/3/2022	10/6/2022	10/6/2022	Federal court hearing : Geraldine Wesley	complete	\$0.00
Court	NICS	10/3/2022	10/6/2022	10/6/2022	Subjects Name : Valdez, David Ray , DOA 9/26/2008, Offense Simple Assault. Please provide a copy of the disposition, level of conviction and sentencing order	complete	\$0.00
UD	Mary Treen	10/3/2022	10/10/2022	10/10/2022	Building permit applications/issued residential & commercial over \$10k for week of 9/26-9/30/2022	complete	\$4.37
Court	Karen Habit	10/3/2022	10/6/2022	10/6/2022	Christopher Molina any criminal or traffic records from 2004 forward	complete	\$9.00
UD	Kor Lor	10/3/2022	10/5/2022	10/5/2022	Address : 702 Mills Ave Gulfport, MS 39501. Copies of any and all open/active code violations demolition actions/condemnation. Copies of any unpaid invoices associated with any code violations and payoff amounts good for 30 days	No records found; emailed letter on 10/5/2022	\$0.00
UD	David Mineer	10/4/2022	10/10/2022	10/10/2022	Requesting copies of all issued building permits from 9/1/2022- 9/30/2022	complete	\$4.37
UD	Virgil Gillespie	10/4/2022	10/5/2022	10/5/2022	See attached	No records found; emailed letter on 10/5/2022	\$0.00
Court	Janet Vital - DCSA	10/4/2022	10/6/2022	10/6/2022	Stories, James Michael Jr.	complete	\$0.00
GIS	Beth Kroupa	10/4/2022	10/6/2022	10/6/2022	The request is for GIS to develop and produce a 11 x7 overlay that depicts all trees on the property of 2000 Beach Drive, the adjacent properties surrounding (Mockingbird Lane, Southern Circle and Venetian Gardens) and Beach Drive from Debays to the most western entrance to Beach Drive	No records found; emailed letter on 10/6/2022	\$0.00
PD	BJ Deakle	10/4/2022	11/3/2022	11/3/2022	Victor James Bosarge- all traffic, criminal and domestic records	No records found; emailed letter on 11/3/2022	\$0.00
Court	BJ Deakle	10/4/2022	10/6/2022	10/6/2022	Victor James Bosarge- all traffic, criminal and domestic records	No records found; emailed letter on 10/6/2022	\$0.00
PD	Dena Cox	10/5/2022	10/5/2022	10/5/2022	Please provide police report number for MVA on 9/30/2022- Three Rivers/Dedeaux Rd. Client : Victoria Mason; Vehicle 2005 Chrysler 300	complete	\$0.00
UD	Teri Eaton	10/5/2022	10/6/2022	10/6/2022	Certificate of Occupancy for Dr Gene Gaddy, 8769 Sundown Lane, Gulfport, MS 39503-5641 for homeowner insurance	complete	\$4.37
	Mike Ryan	10/5/2022	10/11/2022	10/11/2022	See attached letter for details. Gulfport city officials and their interactions with representative of Arbor Sites LLC. See attached letter for details.	will need to resubmit requests on approved request forms only, each should be limited to a single subject matter per form; emailed on 10/11/22	\$0.00
PD	Robin Fountain	10/6/2022	10/6/2022	10/6/2022	2022-00100738 accident report, car crash/three rivers road, Gulfport, MS	completed	\$0.00
Court	Min Kim	10/6/2022	10/6/2022	10/6/2022	Case number unknown; defendant: Chong Kum Dale. We are seeking any and all criminal records for Ms. Dale. Sometime in 2000s, Ms. Dale was arrested in Gulfport, MS. She remembers going to the criminal court in Gulfport and seeing a judge	complete	\$10.30
Court	NICS-1	10/6/2022	10/10/2022	10/10/2022	Physical force element/final disposition	No records found; emailed letter on 10/10/2022	\$0.00
Court	NICS-2	10/6/2022	10/10/2022	10/10/2022	Record of arrests shows charge- simple domestic violence 8/24/17 nolle pros-defendant serving 360 on 2 previous DV charges. Please provide DOAs for previous DV charges.	complete	\$0.00
FD	Janet Eiermann	10/6/2022	10/10/2022	10/10/2022	22-0072967- Requesting investigators report, including narratives	complete-pending payment	\$4.37

UD	Alvin Jackson	10/7/2022	10/10/2022	10/10/2022	Building permit write up for 14279 Rippy Road Gulfport, MS . Need complete permit and inspection	complete-pending payment	\$4.37
Court	Shannon McKinzey	10/7/2022	10/12/2022	10/12/2022	Background investigation on : Alford, Jennifer Lynn	No records found; emailed letter on 10/12/2022	\$0.00
Court	Agent D. Johnson	10/10/2022	10/11/2022	10/11/2022	2019-024206- Johnnie McNair abstract	complete	\$0.00
FD	Sherry Pratt	10/10/2022	11/3/2022	11/3/2022	Rept # 22-0072565 Date: 9/2/22 Location 912 Wanda Pl	complete-pending payment	\$4.37
Court	Angela Gumbos	10/10/2022	10/12/2022	10/12/2022	Background investigation #G1044590 and #G1044591 (Dispo)	complete-pending payment	\$0.00
PD	Andrew Reish	10/11/2022	10/11/2022	10/11/2022	Body cam video of responding Officer Joseph Mahan. Report # 2022-00103819	complete	\$0.00
Court	Eric Avery	10/11/2022	10/12/2022	10/12/2022	Court Check	complete	\$0.00
GIS	Beth Kroupa	10/11/2022	10/17/2022	10/17/2022	Satellite overlayed to developers proposed subdivision plan (attached) at 2000 Beach Drive	complete	\$35.00
FD	Hannah Trochman	10/11/2022	11/3/2022	11/3/2022	I am seeking a copy of the report where a utility pole was damaged. This happened between 6/14/22-6/18/22 and occurred near 2205 E Pass Rd, Gulfport, MS 39507	No records found; emailed letter on 11/3/2022	\$0.00
Court	Jonathan Berhost	10/11/2022	10/12/2022	10/11/2022	I am conducting a background investigation for employment with the San Juan County Sheriff's Office. The person mentioned indicated they got a speeding ticket in September 2013 by Gulfport police. I need the outcome of this citation as well as any other info on the individual	complete	\$0.00
PD	Jonathan Berhost	10/11/2022	10/12/2022	10/12/2022	I am conducting a background investigation for employment with the San Juan County Sheriff's Office. The person mentioned indicated they got a speeding ticket in September 2013 by Gulfport police. I need the outcome of this citation as well as any other info on the individual	complete	\$0.00
PD	Melodie Arispe	10/11/2022	11/3/2022	11/3/2022	2022-00091952 ; please advise if \$50.00 or above before proceeding. Requesting amended police report, insured spoke to the office for one bc info on the narrative was not correct. Also if any photos or bodycam footage is available to aid in this dispute for liability	complete-pending payment	\$0.00
PD	Christina Carrega	10/12/2022	10/14/2022	10/14/2022	Any 911 call(s) made on Oct 6, 2022 from Family Dollar located at 1016 Pass Road, Gulfport, MS 39501. Any 911 calls made on Oct 6, 2022 in the vicinity of 1016 Pass Road, Gulfport, MS 39501 between 2 :	active case letter sent out 10/14/22	\$0.00
PD	Brady Law Firm	10/12/2022	10/20/2022	10/20/2022	Liltorya Walker 11200 Three Rivers Road Gulfport. Police reports, court records August 2022	emailed ext. letter ; follow back up on	\$0.00
Court	Brady Law Firm	10/12/2022	10/13/2022	10/13/2022	Liltorya Walker 11200 Three Rivers Road Gulfport. Police reports, court records August 2022	No records found; emailed letter on 10/13/2022	\$0.00
PD	Eric Hobbs	10/12/2022	10/19/2022	10/19/2022	Photos 2022-035334	No records found; emailed letter on 10/19/2022	\$0.00
UD	Donovan Scruggs	10/13/2022	10/13/2022	10/13/2022	Permitting, review, site plan, elevations, approvals, and documents related to 9292 Lorraine Road and/or Lemon Mohler building located north of Hillcrest and east side of Lorraine Road. June 1, 2022 to present	No records found; emailed letter on 10/13/2022	\$0.00
Engineering	Donovan Scruggs	10/13/2022			Permitting, review, site plan, elevations, approvals, and documents related to 9292 Lorraine Road and/or Lemon Mohler building located north of Hillcrest and east side of Lorraine Road. June 1, 2022 to present	2- emailed department to check on status	
Court	Nicholas Benjamin	10/13/2022	10/13/2022	10/13/2022		denied- form was blank- 10/13/2022 e-mailed	\$0.00
Court	Nicholas Benjamin	10/13/2022	10/13/2022	10/13/2022	Traffic violation/misdemeanor	complete-pending payment	\$0.00
PD	Margaret Baker	10/13/2022	10/14/2022	10/14/2022	The Sun Herald is requesting the incident report on the Oct 6, 2022, shooting at Family Dollar on Pass Road.	active case letter sent out 10/14/22	\$0.00
Finance	Janet Gagliana	10/13/2022	10/17/2022	10/17/2022	I am writing to request copies of the Mississippi-City of Gulfport's financial records concerning: 1) unclaimed overpayments/overages; and 2) outstanding checks. Please let me know if you have these records	request denied- too broad/vague , no information; 10/17/22 emailed letter	\$0.00
Court	Chelsea Woullard	10/13/2022	10/14/2022	10/14/2022	2/13/15- Poss marijuana ; 7/12/15- poss marijuana, poss pharma; 7/31/15- contempt of court ; 2/9/17- contempt of court- FTA, hit and run resulting in injury, traffic offenses; 9/17/18- fleeing/eluding in vehicle, no DL, no proof of insurance, poss of marijuana in vehicle	completed	\$0.00

PD	Amie Battle	10/13/2022	10/18/2022	10/18/2022	Ja'Darryl Javon Johnson- requesting offense reports for the following case numbers, if available : 08-016589, 10-031081, 10-0344436, 11-031098, 12-006197, 12-008994, 12-018023, 15-024545, 16-004536, 16-005074, 20-020166, 21-012570, 21-012750	completed	\$0.00
Court	NICS	10/13/2022	10/14/2022	10/14/2022	Reed, Melvin Louis NTN: 102MZDZRM; DOA 4/5/2017	completed	\$0.00
Court	NICS	10/14/2022	10/17/2022	10/17/2022	Request information on subject, Dedrick Jermaine Thompson 1. Contributing to the neglect or delinquency of a child 97-5-39(1) misdemeanor count : 1	complete	\$0.00
PD	Becki Leitman	10/14/2022	10/19/2022	10/19/2022	All case reports , complaints, calls for service, etc. lodged by or mentioning the name of Autumn Christine Esparza, aka Autumn Christine Eatherton between 1/1/22 and present	No records found; emailed letter on 10/19/2022	\$0.00
Engineering	Josh Fleming	10/14/2022	11/9/2022	11/9/2022	Blue prints/layout commercial building address : 2114 Pass Road Gulfport, MS 39501	No records found; emailed letter on 11/9/2022	
FD	Brenda Morris	10/14/2022	10/31/2022	10/31/2022	EMS records for 387 Debays Rd Gulfport; all medical records & narratives from investigator	10/31/22- e-mailed letter unable to produce EMS records to her; will send out information to issue refund in the amount of \$4.37	\$0.00
UD	Mary Treen	10/17/2022	10/19/2022	10/19/2022	Building permit applications/issued residential & commercial over \$10k for week of 10/10/2022 to 10/14/2022	No records found; emailed letter on 10/19/2022	\$0.00
Court	Todd Lisak	10/17/2022	10/21/2022	10/21/2022	All misdemeanor abstracts and print history	complete	\$11.25
Court	Matthew Sones	10/17/2022	10/19/2022	10/19/2022	Michael Terrand Johnson; please provide a running court history and an abstract for any misdemeanor convictions, excluding minor traffic infractions	completed	\$0.00
UD	Zachary Wentz	10/18/2022	10/19/2022	10/19/2022	Plans for structures at 52 Poplar Cir Gulfport	No records found; emailed letter on 10/19/2022	\$0.00
Court	Jackson Kwong	10/18/2022	10/19/2022	10/19/2022	Criminal, traffic, and civil research request from 1977 (or when court records are available) all records, both open and closed cases. Thank you. (1 name + 2 alias below)	No records found; emailed letter on 10/19/2022	\$0.00
PD	Sean Mussenden-1	10/18/2022	10/31/2022	10/31/2022	Hiring documents containing full name of Officer Tony Alves	Denied due to requests relating to personnel records- emailed letter 10/31/22	\$0.00
PD	Sean Mussenden-2	10/18/2022	10/31/2022	10/31/2022	Hiring documents that maintain hire and departure dates for Officer Tony Alves	Denied due to requests relating to personnel records- emailed letter 10/31/22	\$0.00
PD	Sean Mussenden-3	10/18/2022	10/31/2022	10/31/2022	Hiring documents that maintain full name for Officer Brian Woods	Denied due to requests relating to personnel records- emailed letter 10/31/22	\$0.00
PD	Sean Mussenden-4	10/18/2022	10/31/2022	10/31/2022	Hiring documents that maintain hire and departure dates for Officer Brian Woods	Denied due to requests relating to personnel records- emailed letter 10/31/22	\$0.00
Court	Matthew Becker	10/19/2022	10/19/2022	10/19/2022	Please provide GPT Municipal Court abstracts for misdemeanor and traffic violations for Justin Paul Berry, Jr.	complete	\$0.00
PD	Cam Transport, Inc	10/19/2022	10/19/2022	10/19/2022	Accident report 22-105521	complete	\$0.00
PD	Breana Sims	10/19/2022	11/3/2022	11/3/2022	2022-00106353 photos, videos, body camera, any statements	complete-pending payment	\$0.00
Court	MDCPS-1	10/19/2022	10/20/2022	10/20/2022	Ayla Courson	complete	\$0.00
Court	MDCPS-2	10/19/2022	10/20/2022	10/20/2022	Ricky Courson	complete	\$0.00
UD	Ken Kipping	10/19/2022	10/21/2022	10/21/2022	Re: 10530 Three Rivers Road. May I have a copy of the certificate of occupancy for this property? I would also like to have a copy of any documents relating to building code or zoning violations for this property	No records found; emailed letter on 10/20/2022	\$0.00
FD	Ken Kipping	10/19/2022	11/3/2022	11/3/2022	Re: 10530 Three Rivers Road Gulfport, MS. I would like to request a copy of the most recent fire code inspection for this property. Does this property have any current fire code violations on record?	complete	\$4.37
Court	Mosely Marcinak Law Group	10/19/2022	10/21/2022	10/21/2022	Any court records for Rodney Cran (including traffic)	complete	\$9.50
UD	Chris Estrade	10/19/2022	10/21/2022	10/21/2022	Business privilege license for August - September 2022	complete	\$4.37
Leisure Services	Slidell City Councilman Bill Borchert	10/19/2022	10/25/2022	10/25/2022	I am requesting a copy of the plans for the Barksdale Pavilion and the costs associated with construction.	complete	\$0.00
UD	Slidell City Councilman Bill Borchert	10/19/2022	10/25/2022	10/25/2022	I am requesting a copy of the plans for the Barksdale Pavilion and the costs associated with construction.	complete	\$26.25
Court	Lacey Stewart	10/19/2022	10/20/2022	10/20/2022	Damon Andrew Stafford	complete	\$0.00
UD	Ken Kroupa	10/20/2022	10/20/2022	10/20/2022	Request copy of all records related to department memorandums identified in any technical report related to the Great Southern subdivision General Plan Case # 2207PC126	complete	\$4.37
Court	MDCPS	10/20/2022	10/20/2022	10/20/2022	Lydia Harper	complete	\$0.00

PD	The Dennis Law Firm	10/20/2022	10/20/2022	10/20/2022	Police request report Case # 2022-00103853	complete	\$0.00
UD	Century Tree Inv LLC	10/20/2022	10/21/2022	10/21/2022	Copy of all building permits within the last 12 mos.	complete-pending payment	\$4.37
UD	Lisa Gum	10/20/2022	10/21/2022	10/21/2022	Last 2 mos of new businesses in the City of Gulfport	complete	\$4.37
GIS	Lauren Illing	10/20/2022	10/31/2022	10/31/2022	1) Map of eligibility for apothecaries (by right of permission) 2) map and statistics for % of B2 & B4 zones that are government owned or wetland 3) map of churches & schools w/ 1,000 ft. radius circles around them	complete	\$170.00
Purchasing	Ceres Environmental Services, Inc	10/20/2022	11/4/2022	11/4/2022	Debris clearing, removal and disposals RFP (bid due date 6/1/2021) name of awarded contractor(s), complete pricing tabulations, detailed ranking sheets	complete-pending payment	\$8.75
	Shirley Godsey-1	10/20/2022	10/25/2022	10/25/2022	See attached #1. Request a copy of all records related to Gulfport city officials and their interactions with	denied- requested records related to multiple subjects on a single approved request form & requested records related to multiple subjects in a type written letter-10/25/22 emailed letter	\$0.00
	Shirley Godsey-2	10/20/2022	10/25/2022	10/25/2022	See attached #2. Request a copy of all records related to actions taken before the 20 September 2022	denied- requested records related to multiple subjects on a single approved request form & requested records related to multiple subjects in a type written letter-10/25/22 emailed letter	\$0.00
UD	Skyline Lien	10/20/2022	10/21/2022	10/21/2022	Any open/expired building permits and any active/open code violations, including fees for for property address : 9375 US 49 Gulfport, MS 39503	No records found; emailed letter on 10/21/2022	\$0.00
PD	Kelley Jewell	10/21/2022	11/3/2022	11/3/2022	14-023881/ Valerie Halton	complete-pending payment	\$0.00
UD	Amie Robinson	10/21/2022	10/21/2022	10/21/2022	I need a copy of the elevation certificate and plat for 254 E. Second Street Pass Christian, MS 39571	denied- address is for the Pass Christian, MS - 10/21/2022 emailed letter	\$0.00
PD	Chelsea Woullard	10/21/2022	10/22/2022	10/22/2022	10/02/2015- Burglary	complete	\$0.00
Court	Chelsea Woullard	10/21/2022	10/21/2022	10/21/2022	10/02/2015- Burglary	No records found; emailed letter on 10/21/2022	\$0.00
PD	M Scott Bishop	10/21/2022	10/21/2022	10/21/2022	911 tape from case # 22-007479. We represent the person assaulted	denied- will need a subpoena to request tapes, not PPR- 10/21/22- emailed letter	\$0.00
UD	Fountain & Associates LLC	10/24/2022	10/31/2022	10/31/2022	Variance 1809ZB096 transcripts	complete-pending payment	\$333.75
UD	Mary Treen	10/24/2022	10/31/2022	10/31/2022	Building permit applications/issued residential & commercial over \$10k for week of 10/17-10/21/2022	complete-pending payment	\$4.37
Court	Law Office of Wendy Martin	10/24/2022	10/24/2022	10/24/2022	Abstract only /docket #202019199/Cordale Eason/possession of marijuana (M)	complete-pending payment	\$0.00
UD	Michele Reed	10/24/2022	10/24/2022	10/24/2022	I am working on behalf of Center Point Energy to obtain a copy of the certificate of insurance for Mike Holmes Construction. Does the city have any records on this contractor. If so, I am looking for the COI that covers 12.6.21	No records found; emailed letter on 10/24/2022	\$0.00
Court	Amie Battle	10/24/2022	10/26/2022	10/26/2022	Nicholas Alan Hansen- Requesting incident reports and court abstracts/disposition information on above subject for the following cases : 02-014880, 18-008225, 19-000857, and any other drug, DUI, assault, theft or criminal cases found	completed	\$0.00
Court	Darla Palmer	10/24/2022	11/1/2022	11/1/2022	City of Gulfport v Jasmine Patton. Charge : Shoplifting	complete	\$9.00
PD	Metropolitan Reporting Bureau	10/26/2022	11/3/2022	11/3/2022	2022-00099550- John Newsome, Body cam video	as of 11/3/2022- in progress	\$0.00
PD	John F. Hawkins	10/26/2022	10/31/2022	10/31/2022	2022-00095905	d/vague; request denied- 10/31/22 ema	\$0.00
UD	Nick Thompson	10/26/2022	11/1/2022	11/1/2022	May I please have copies of the following items (if they exist)? 1. Open code violations 2. Permits that need to be closed out; and 3. unpaid special assessments charges or any liens on the property. File # 1010316 Address: 1034 Lewis Ave Gulfport, MS 39501	No records found; emailed letter on 11/1/2022	\$0.00
PD	Stephanie Beaver	10/27/2022	11/2/2022	11/2/2022	Please see attached correspondence for the audio and/or video recordings requested regarding Gulfport Police Department Case # : 2022-00102993 (my daughter Ashlynn Beaver) see attached	completed	\$0.00
FD	Robin Sproles	10/27/2022	11/1/2022	11/1/2022	2022-00073952 full report with narrative	complete	\$4.37
UD	Edward Grimble	10/27/2022	11/2/2022	11/2/2022	Builder record of building the home of 4315 Ford. I need drawing used to get the building permit, building plans, or drawings,e tc	No records found; emailed letter on 11/2/2022	\$0.00

UD	Scott Goldin	10/27/2022	10/27/2022	10/27/2022	On June 27, 2021, I received a permit to put a new roof on my house. I need a copy of the final inspection report from when the inspector came to my house sometime later that month. I just need anything documenting the work was complete	10/27/22- requestor cancelled request	\$0.00	
Court	NICS	10/28/2022	10/31/2022	10/31/2022	Hayes, Monica DOA 10/28/15	complete	\$0.00	
Court	Tabatha Cole	10/28/2022	10/31/2022	10/31/2022	Request for abstracts for Tia Hollingsworth DOB 4/26/1993 SSN xxx-xx-3509	complete	\$0.00	
FD	Richard Rose	10/31/2022	10/31/2022	10/31/2022	All information re: smoke/fire call 10/28/22 to River road in Retreat Village	complete	\$4.37	
PD	Hawkins Law Firm	10/31/2022	11/3/2022	11/3/2022	2022-00095905/crash report, photos & videos	as of 11/3/2022- in progress	\$0.00	
UD	Gabe Hudson	10/31/2022	11/3/2022	11/3/2022	List of all new businesses opened from October 2021-current	complete	\$4.37	
<b>TOTAL</b>							<b>TOTAL</b>	<b>\$607.83</b>

## Notice to Bidders

Notice is hereby given that the City of Gulfport will receive **un-priced responses for pre-qualification until 10:00 A.M., Local Time, December 13, 2022**, for the following items:

### DECORATIVE STREET LIGHTS

Un-Priced Responses per bid documents can be submitted electronically at [www.gulfportmsbids.com](http://www.gulfportmsbids.com), or at the Office of Procurement, located at 1410 24th Ave, Gulfport, MS 39501.

Electronic copies of the bid documents are available online at [www.gulfportmsbids.com](http://www.gulfportmsbids.com). All bids must comply with the specifications provided. The City of Gulfport reserves the right to amend the specifications as necessary and agrees to notify all parties having requested bid packets. The Office of Procurement also reserves the right to extend the auction date if necessary to complete the bid proposal pre-qualification process.

Un-priced responses shall be submitted per the instructions in the bid documents. Failure to do so may disqualify the bidder. Responses will be reviewed, and vendors meeting the requirements of the bid documents will be invited to participate in the **online reverse auction process, which will be help on December 16, 2022, at 10:00 AM**. Pricing will only be accepted through electronic reverse auction from pre-approved bidders.

The City reserves the right to accept bids by items or by group and to reject any or all bids if deemed to be in the best interest of the City of Gulfport. Bids will be awarded to the "lowest and best" bid submitted.

The owner is NOT responsible for responses which are mailed to the wrong address, or which arrive in the mail or electronically after the designated bid opening time.

Minority and Women's business enterprises are solicited to bid on this contract and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Ad Dates: 11/23/22 & 11/30/22

Send Invoice & Proof of Publication to:

Jessica Versiga, City of Gulfport, P. O. Box 1780, Gulfport, MS 39502-1780



**PURCHASING  
DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5705  
Fax: 228-868-0223

William H. Hardy Building  
1410 24<sup>th</sup> Ave. 2<sup>nd</sup> Floor  
Gulfport, MS 39501

**MEMORANDUM**

**TO:** City Councilmembers  
Mayor Billy Hewes

**FROM:** Olivia McMahan, Procurement Specialist

**DATE:** November 1, 2022

**RE:** Envelopes – Utility Billing

The Purchasing Department reviewed the quotes received on the above referenced item and determined Clay's Print Shop to be the lowest and best bid for a total amount of \$25,236.00.

Purchase Order #230369 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.

**Water Envelopes**

**Utility Billing**

**PO# 230369**

	QTY	Clays Print Shop	Competitive Printing	Coast Printing Co.
#9-24 Window envelopes white wove diagonal seam full commercial gum flaps printed face side only must be litho reflex.	210,000	\$ 12,618.00	\$ 13,058.00	\$ 12,929.50
#10-24 Window envelopes white wove diagonal seam full commercial gum flaps printed face side only must be litho reflex blue ink.	210,000	\$ 12,618.00	\$ 13,058.00	\$ 12,929.50
Total		\$ 25,236.00	\$ 26,116.00	\$ 25,859.00



**PURCHASING  
DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5705  
Fax: 228-868-0223

William H. Hardy Building  
1410 24<sup>th</sup> Ave. 2<sup>nd</sup> Floor  
Gulfport, MS 39501

**MEMORANDUM**

**TO:** City Councilmembers  
Mayor Billy Hewes

**FROM:** Olivia McMahan, Procurement Specialist

**DATE:** November 3, 2022

**RE:** Water Pump for Brush 11 – Fire Department

The Purchasing Department reviewed the quotes received on the above referenced item and determined Emergency Vehicle Specialists to be the lowest and best bid for a total amount of \$5,184.89.

Purchase Order #230407 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.

**Water Pump for Brush 11 - Fire**

**PO# 230407**

	QTY	Emergency Vehicle Specialists	NAFECO	Sunbelt Fire
HPX200-H20 X-Stream, Exhaust Prime, Honda GX630 20.8 HP	1	\$ 5,184.89	\$ 5,913.85	\$ 7,159.00
Total		\$ 5,184.89	\$ 5,913.85	\$ 7,159.00



**PURCHASING  
DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5705  
Fax: 228-868-0223

William H. Hardy Building  
1410 24<sup>th</sup> Ave. 2<sup>nd</sup> Floor  
Gulfport, MS 39501

**MEMORANDUM**

**TO:** City Councilmembers  
Mayor Billy Hewes

**FROM:** Olivia McMahan, Procurement Specialist

**DATE:** November 07, 2022

**RE:** Restock limestone #610 - Public Works

The Purchasing Department reviewed the quotes received on the above referenced item and determined Land Shaper, Inc to be the lowest and best bid for a total amount of \$44,800.00.

Purchase Order #230437 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 - Restock Limestone #610**

**PO # 230437**

		Lan Shaper, Inc		Warren Paving		Frasier's Nursery, Inc.	
	QTY						
Limestone #610 (delivered)	800	\$ 56.00	\$ 44,800.00	\$ 69.30	\$ 55,440.00	NO BID	#VALUE!
			\$ -		\$ -		\$ -
<b>Total</b>			\$ 44,800.00		\$ 55,440.00		#VALUE!





**PURCHASING  
DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5705  
Fax: 228-868-0223

William H. Hardy Building  
1410 24<sup>th</sup> Ave. 2<sup>nd</sup> Floor  
Gulfport, MS 39501

**MEMORANDUM**

**TO:** City Councilmembers  
Mayor Billy Hewes

**FROM:** Olivia McMahan, Procurement Specialist

**DATE:** November 04, 2022

**RE:** Restock water/sewer supplies - Public Works

The Purchasing Department reviewed the quotes received on the above referenced item and determined Southern Waterwork Supply, Inc to be the lowest and best bid for a total amount of \$13,668.35.

Purchase Order #230422 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 - Restock water/sewer supplies**

**PO # 230422**

	QTY	Southern waterworks Supply, INC.		Ferguson Waterworks		Central Pipe Supply INC.	
12" x 12" full circle repair clamp (13.10-13.50 range)	3	\$ 208.54	\$ 625.62	\$ 162.00	\$ 486.00	\$ 283.62	\$ 850.86
23-1/2", 4" rise, 30" overall dia, sewer manhole frame	6	\$ 242.42	\$ 1,454.52	\$ 215.00	\$ 1,290.00	\$ 265.00	\$ 1,590.00
23-1/4", 1" thick, recersible sewer man hole cover	5	\$ 159.20	\$ 796.00	\$ 150.00	\$ 750.00	\$ 180.00	\$ 900.00
Zenner 3" hydrant meter including back flow, couplers and stand	1	\$ 2,260.06	\$ 2,260.06	\$ 3,424.32	\$ 3,424.32	NO BID	#VALUE!
26" x 26" (24" clear opening) metal square grate	10	\$ 180.82	\$ 1,808.20	\$ 188.88	\$ 1,888.80	NO BID	#VALUE!
26" x 26" reversible metal square fram w/4" ride	10	\$ 222.76	\$ 2,227.60	\$ 188.00	\$ 1,880.00	\$ 425.90	\$ 4,259.00
Hydraulic cement water plug fast - 50# pail, red	30	\$ 34.65	\$ 1,039.50	\$ 38.00	\$ 1,140.00	NO BID	#VALUE!
Mueller 1 lb cutting grease	6	\$ 17.05	\$ 102.30	\$ 69.00	\$ 414.00	NO BID	#VALUE!
2" SWG series C combo ARI valve w/2" threaded connection	1	\$ 3,354.55	\$ 3,354.55	\$ 3,636.00	\$ 3,636.00	\$ 3,646.25	\$ 3,646.25
<b>Total</b>			\$ 13,668.35	\$ 14,909.12			#VALUE!



# 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  
Tyler Gentry, Assistant Director of Public Works – Operations  
Legal Department

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

WEM

**Date:** November 10, 2022

**RE: Request Cost Adjustment to Term Contract Group C3 – Hot Bituminous Pavement**

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The Public Works Department requests permission to allow Warren Paving Inc. to add \$36,129.04 to the upcoming October invoices due to a significantly higher cost for petroleum products. While the agreement approved by the Council on December 8, 2020 purports to say that requests for price increases are rejected, The City's request for proposals associated with and incorporated by this agreement expressly states that a price adjustment will be allowed based upon an industry wide cost index of petroleum products including asphalt in the performance or execution of this contract. It is requested the council approve the finding that the price adjustment permitted and set out in the request for proposals/bid documents is applicable and should be utilized to permit an adjustment in the amount of \$36,129.04 (see attached worksheet).

I recommend approval of this cost adjustment.

Attachments:

1. Term Contract Group C3 Cost Adjustment Worksheet

## City of Gulfport Term Contract Group C3 Cost Adjustment Worksheet

MONTH	Liquid INDEX	LIQUID BASELINE INDEX	DIFF	LIQUID %	LIQUID INCREASE PER TON	Diesel Index	22-Jan Diesel Baseline Index	DIFF	Diesel Rate per Gal	DIESEL INCREASE PER TON	TOTAL INCREASE PER TON
22-Jan	\$ 526.25	\$ 526.25	\$ -	5%	\$ -	\$ 2.53	\$ 2.53	\$ -	2.57	\$ -	\$ -
22-Feb	\$ 542.50	\$ 526.25	\$ 16.25	5%	\$ 0.81	\$ 2.82	\$ 2.53	\$ 0.29	2.57	\$ 0.75	\$ 1.56
22-Mar	\$ 583.75	\$ 526.25	\$ 57.50	5%	\$ 2.88	\$ 2.83	\$ 2.53	\$ 0.30	2.57	\$ 0.77	\$ 3.65
22-Apr	\$ 641.00	\$ 526.25	\$ 114.75	5%	\$ 5.74	\$ 3.13	\$ 2.53	\$ 0.60	2.57	\$ 1.54	\$ 7.28
22-May	\$ 677.86	\$ 526.25	\$ 151.61	5%	\$ 7.58	\$ 3.39	\$ 2.53	\$ 0.86	2.57	\$ 2.21	\$ 9.79
22-Jun	\$ 721.25	\$ 526.25	\$ 195.00	5%	\$ 9.75	\$ 4.20	\$ 2.53	\$ 1.67	2.57	\$ 4.29	\$ 14.04
22-Jul	\$ 756.25	\$ 526.25	\$ 230.00	5%	\$ 11.50	\$ 4.45	\$ 2.53	\$ 1.92	2.57	\$ 4.93	\$ 16.43
Aug-22	\$ 760.00	\$ 526.25	\$ 233.75	5%	\$ 11.69	\$ 3.97	\$ 2.53	\$ 1.44	2.57	\$ 3.70	\$ 15.39
22-Sep	\$ 738.75	\$ 526.25	\$ 212.50	5%	\$ 10.63	\$ 4.24	\$ 2.53	\$ 1.71	2.57	\$ 4.39	\$ 15.02
22-Oct	\$ 713.13	\$ 526.25	\$ 186.88	5%	\$ 9.34	\$ 3.73	\$ 2.53	\$ 1.20	2.57	\$ 3.08	\$ 12.43

Oct Billing

TASK	PO #	DESCRIPTION	Installed Tons	Unit \$ Increase	TOTAL Additional
3169		Oakhill Ave	260	\$ 12.43	\$ 3,231.80
3171		Silver Ridge Ave	599.39	\$ 12.43	\$ 7,450.42
3173		Forest Drive	415	\$ 12.43	\$ 5,158.45
3175		Graves Ave	75	\$ 12.43	\$ 932.25
3177		Moose Ave	105.59	\$ 12.43	\$ 1,312.48
3179		Live Oak Ave	430	\$ 12.43	\$ 5,344.90
3181		Woodhaven Dr	166.51	\$ 12.43	\$ 2,069.72
3183		5th St	460	\$ 12.43	\$ 5,717.80
3185		Cheshire Dr	285.11	\$ 12.43	\$ 3,543.92
3187		Magnolia Ln	110	\$ 12.43	\$ 1,367.30
<b>TOTAL:</b>			<b>2,906.60</b>	<b>TOTAL: \$</b>	<b>36,129.04</b>



# 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  
Tyler Gentry, Assistant Director of Public Works – Operations  
Legal Department

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

*WEM*

**Date:** November 9, 2022

**RE:** Request Fuel Cost Adjustment to Current Privatization Contract

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The Public Works Department requests permission to allow H2O Innovation Operation & Maintenance, LLC to add \$3,482.86 to the upcoming October Invoice(s) No. 7 due to a significantly higher cost for fuel. The current privatization contract allows a fuel adjustment (Section 14.16 “Significant Changes in Fuel Costs Due to Extreme Circumstances”). Using the procedure set forth in Section 14.16.1, the contractor is due an adjustment in the amount of \$3,482.86 (see attached worksheet).

I recommend approval of this fuel adjustment.

**Attachments:**

1. Privatization Contract Fuel Adjustment Worksheet



STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF GULFPORT

**OATH OF OFFICE**

Brianna Lafontaine  
I, Brianna Lafontaine do solemnly swear and reaffirm that

I will faithfully support the constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk; and I will faithfully discharge the duties of the office upon which I am about to enter.

So help me God.

Brianna Lafontaine  
Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 9<sup>TH</sup> day of NOVEMBER, 20 22.

[Signature]  
MUNICIPAL COURT JUDGE

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

This letter is to request the transfer of a burial plot owned by Ruth Bounds (deceased) to her stepdaughter Constance Bounds Austin. The lot to be transferred is:

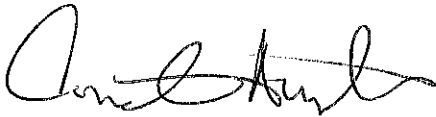
Bounds, Ruth  
PRG\_4\_64\_4

The transfer of this plot to Constance Bounds Austin is acceptable and agreed to by the other siblings and great granddaughter listed below as indicated by their attached notarized signatures.

Donald H. Roush, stepbrother  
Natalie Roush Lantz Schmitz, stepsister  
Debra Louise Roush Marcy, stepsister  
Trinity Burge, great granddaughter of Robert H. and Ruth Bounds (both deceased)

Thank you for your time and efforts in making this transfer.

Sincerely,



Constance Austin  
1234 Pisana  
League City, TX 77573

Attachments

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **DONALD ROUSH**, stepbrother of **CONSTANCE BOUNDS AUSTIN**, accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth  
PRG\_4\_64\_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

  
\_\_\_\_\_  
**DONALD ROUSH**

26 JAN 2022  
Signature Date

STATE OF ALABAMA )  
LAUDERDALE COUNTY )

I, Jordan Lawrence, a Notary Public, in and for the County or State, hereby certify that **DONALD ROUSH**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 26 day of January, 2022.

  
\_\_\_\_\_

SEAL

Signature of Notary  
My commission expires: \_\_\_\_\_ MY COMMISSION EXPIRES JUNE 9, 2024

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **NATALIE ROUSH LANTZ SCHMITZ**, stepsister of **CONSTANCE BOUNDS AUSTIN**, accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth  
PRG\_4\_64\_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Natalie Roush Lantz Schmitz  
NATALIE ROUSH LANTZ SCHMITZ

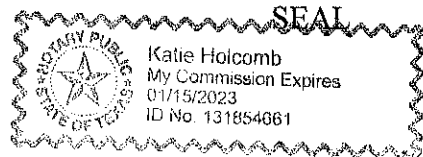
1-19-22  
Signature Date

STATE OF TEXAS )  
FREESTONE COUNTY )  
Henderson

I, Katie Holcomb, a Notary Public, in and for the County or State, hereby certify that **NATALIE ROUSH LANTZ SCHMITZ**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of January, 2022.

Katie Holcomb  
Signature of Notary  
My commission expires: 01-15-2023



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **DEBRA LOUISE ROUSH MARCY**, stepsister of **CONSTANCE BOUNDS AUSTIN**, accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth  
PRG\_4\_64\_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Debra Louise Roush Marcy  
**DEBRA LOUISE ROUSH MARCY**

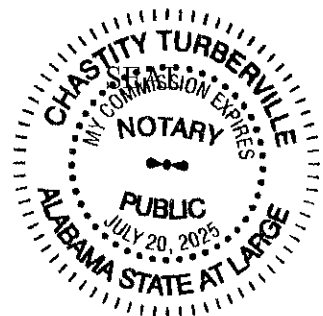
7<sup>th</sup> Jan 2022  
Signature Date

STATE OF ALABAMA )  
MONROE COUNTY )

I, Chastity Turberville, a Notary Public, in and for the County or State, hereby certify that **DEBRA LOUISE ROUSH MARCY**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 7<sup>th</sup> day of January, 2022.

Chastity Turberville  
Signature of Notary  
My commission expires: 7/20/25



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of a burial plot listed below to **CONSTANCE BOUNDS AUSTIN**. The lot to be transferred is:

Bounds, Ruth  
PRG\_4\_64\_4

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

*Trinity Burge*  
**TRINITY BURGE**

2/22/22  
Signature Date

STATE OF MISSISSIPPI            )  
OKTIBBEHA COUNTY            )

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 22<sup>nd</sup> day of February, 2022.

*Breanna Burris*  
Signature of Notary  
My commission expires: Oct-21, 2022



	Hatcher, Jerry D. McQueen, Mary-Lee PRG_4_49_3 Smith, Mary-Lee	Bond, Eustus R. PRG_4_50_3 Bond, Bobbie-J.	Ervin, Myrtle PRG_4_51_3 Gelvin, Martha
	Cannon, Barbara PRG_4_49_4 Stribling, Barbara	PRG_4_50_4	Ervin, Myrtle PRG_4_51_4 Gelvin, Smash
	Bounds, Ruth PRG_4_64_1 Debra Marcy	Bounds, Ruth PRG_4_63_1 Debra Marcy	Kapp, Evan PRG_4_62_1 Reynolds, Mark
	Bounds, Ruth PRG_4_64_2 Don Roush	Bounds, Ruth PRG_4_63_2 Bounds, Ruth-A.	Kapp, Evan PRG_4_62_2
	Bounds, Ruth PRG_4_64_3 Don Roush	<del>Bounds, Ruth PRG_4_63_3 Bounds, Robert</del>	Kapp, Evan PRG_4_62_3
	Bounds, Ruth PRG_4_64_4 Constance Austin	Bounds, Ruth PRG_4_63_4 Burge, Bounds, Diana	Kapp, Evan PRG_4_62_4 Kapp, Clara
	Beach, Dilaine PRG_4_103_1 Saucier, Myrtle-Laforce	Unknown, Unknown PRG_4_104_1 Carter, Albert	Ladner, Charles PRG_4_105_1 Ladner, Charles-D.
	Garv, Huey PRG_4_103_2 Garv, Betty	Watts, W. O. PRG_4_104_2 Watts, Wm.	Ladner, Charles PRG_4_105_2 Ladner, Alvis
	Sharkey, Mary PRG_4_103_3 Kelley, Lena Veal	Watts, W. O. PRG_4_104_3 Watts, Matilda	McCary, Willie Brown PRG_4_105_3 Regina
	Mary Youngblood, Lora-L. PRG_4_103_4 Lucky, Murray	Watts, W. O. PRG_4_104_4 Watts, William-O.	Polk, Claudis
		Legend	McNeeley, Gail PRG_4_105_4 McNeeley, Stephen

PRG  
BL 4  
LOT 64  
1-4  
LOT 63  
SP 1

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

This letter is to request the transfer of two burial plots owned by Ruth Bounds (deceased) to her daughter Debra Louise Roush Marcy. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_1


Bounds, Ruth  
PRG\_4\_63\_1

The transfer of these two plots to Debra Louise Roush Marcy is acceptable and agreed to by the other siblings and great granddaughter listed below as indicated by their attached notarized signatures.

Natalie Roush Lantz Schmitz, sister  
Donald H. Roush, brother  
Constance Bounds Austin, stepsister  
Trinity Burge, great granddaughter of Robert H. and Ruth Bounds (both deceased)

Thank you for your time and efforts in making this transfer.

Sincerely,



Debra Marcy  
18 Slash Road  
Monroeville, AL 36460

Attachments

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **NATALIE ROUSH LANTZ SCHMITZ**, daughter of Ruth Bounds (deceased), and **SISTER** of **DEBRA LOUISE ROUSH MARCY**, accept and agree to the transfer of two burial plots listed below to my sister **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_1

Bounds, Ruth  
PRG\_4\_63\_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Natalie Roush Lantz Schmitz  
NATALIE ROUSH LANTZ SCHMITZ

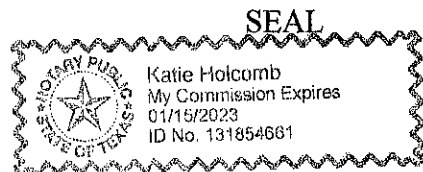
1-17-22  
Signature Date

STATE OF TEXAS            )  
FREESTONE COUNTY        )  
Henderson

I, Katie Holcomb, a Notary Public, in and for the County or State, hereby certify that **NATALIE ROUSH LANTZ SCHMITZ**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of January, 2022.

Katie Holcomb  
Signature of Notary  
My commission expires: 01-15-2023



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **Donald H Roush**, son of Ruth Bounds (deceased), and **BROTHER** of **DEBRA LOUISE ROUSH MARCY**, accept and agree to the transfer of two burial plots listed below to my sister **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_1

Bounds, Ruth  
PRG\_4\_63\_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.



**DONALD H ROUSH**

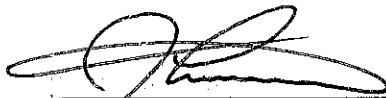
26 JAN 2022

Signature Date

STATE OF ALABAMA )  
LAUDERDALE COUNTY )

I, Jordan Lawrence, a Notary Public, in and for the County or State, hereby certify that **DONALD H ROUSH**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 26 day of January, 2022.



Signature of Notary

My commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES JUNE 9, 2024

SEAL

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **CONSTANCE BOUNDS AUSTIN**, stepdaughter of Ruth Bounds (deceased), and **STEPSISTER** of **DEBRA LOUISE ROUSH MARCY**, accept and agree to the transfer of two burial plots listed below to my stepsister **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_1

Bounds, Ruth  
PRG\_4\_63\_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

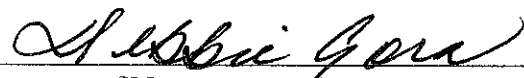
  
\_\_\_\_\_  
**CONSTANCE BOUNDS AUSTIN**

1-11-22  
\_\_\_\_\_  
Signature Date

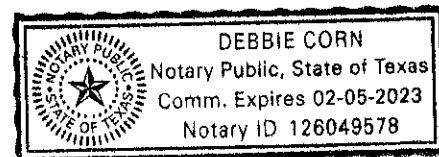
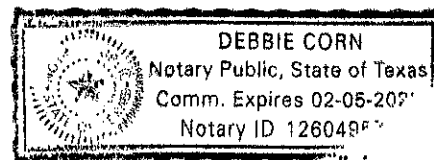
STATE OF TEXAS                    )  
GALVESTON COUNTY                )

I, Debbie Corn, a Notary Public, in and for the County or State, hereby certify that **CONSTANCE BOUNDS AUSTIN**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 11 day of JANUARY, 2022.

  
\_\_\_\_\_  
Signature of Notary  
My commission expires: 2-5-2023

SEAL



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of two burial plots listed below to **DEBRA LOUISE ROUSH MARCY**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_1

Bounds, Ruth  
PRG\_4\_63\_1

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity Burge  
TRINITY BURGE

2/22/22  
Signature Date

STATE OF MISSISSIPPI            )  
OKTIBBEHA COUNTY            )

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 22<sup>nd</sup> day of February, 2022.

Breanna Burris  
Signature of Notary  
My commission expires: Oct. 21, 2022



	Hatcher, Jerry D. PRG_4_49_3 McQueen, Mary-Lee	Bond, Eustus R. PRG_4_50_3 Bond, Bobbie-J.	Ervin, Myrtle PRG_4_51_3 Gelvin, Martha
	Smith. Mary-Lee		
	Cannon, Barbara PRG_4_49_4 Stribling, Barbara	PRG_4_50_4	Ervin, Myrtle PRG_4_51_4 Gelvin, Smash
	Bounds, Ruth PRG_4_64_1 Debra Marcy	Bounds, Ruth PRG_4_63_1 Debra Marcy	Kapp, Evan PRG_4_62_1 Reynolds, Mark
	Bounds, Ruth PRG_4_64_2 Don Roush	Bounds, Ruth PRG_4_63_2 Bounds, Ruth-A.	Kapp, Evan PRG_4_62_2
	Bounds, Ruth PRG_4_64_3 Don Roush	Bounds, Ruth PRG_4_63_3 Bounds, Robert	Kapp, Evan PRG_4_62_3
	Bounds, Ruth PRG_4_64_4 Constance Austin	Bounds, Ruth PRG_4_63_4 Burge, Bounds, Diane	Kapp, Evan PRG_4_62_4 Kapp, Clara
	Beach, Dilaine PRG_4_103_1 Saucier, Myrtle-LaForce	Unknown, Unknown PRG_4_104_1 Carter, Albert	Ladner, Charles PRG_4_105_1 Ladner, Charles-D.
	Gary, Huey PRG_4_103_2 Garv, Betty	Watts, W. O. PRG_4_104_2 Watts, Wm.	Ladner, Charles PRG_4_105_2 Ladner, Alvis
	Sharkey, Mary PRG_4_103_3 Kelley, Lena Veal	Watts, W. O. PRG_4_104_3 Watts, Matilda	McCrary, Willie Brown PRG_4_105_3 Regina
	Mary Youngblood, Lora-L. PRG_4_103_4 Lucky, Murray	Watts, W. O. PRG_4_104_4 Watts, William-O.	Polk, Claudis
		Legend	McNeeley, Gail PRG_4_105_4 McNeeley, Stephen

PRG  
BL 4  
LOT 64  
1-4  
LOT 63  
SP 1

Br

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

This letter is to request the transfer of two burial plots owned by Ruth Bounds (deceased) to her son Donald Roush. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_2

Bounds, Ruth  
PRG\_4\_64\_3

The transfer of these two plots to Donald Roush is acceptable and agreed to by the other siblings and great granddaughter listed below as indicated by their attached notarized signatures.

Natalie Roush Lantz Schmitz, sister  
Debra Louise Roush Marcy, sister  
Constance Bounds Austin, stepsister  
Trinity Burge, great granddaughter of Robert H. and Ruth Bounds (both deceased)

Thank you for your time and efforts in making this transfer.

Sincerely,



Donald Roush  
112 Maple Wood Street  
Florence, AL 35633  
PH 256-577-0565

Attachments

Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **NATALIE ROUSH LANTZ SCHMITZ**, daughter of Ruth Bounds (deceased), and **SISTER** of **DONALD H. ROUSH**, accept and agree to the transfer of two burial plots listed below to my brother **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_2

Bounds, Ruth  
PRG\_4\_64\_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

*Natalie Roush Lantz Schmitz*  
NATALIE ROUSH LANTZ SCHMITZ

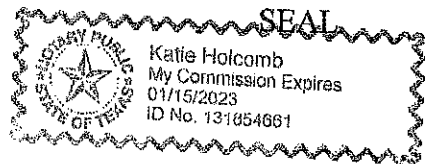
1-19-22  
Signature Date

STATE OF TEXAS )  
FREESTONE COUNTY )  
Henderson

I, Katie Holcomb, a Notary Public, in and for the County or State, hereby certify that **NATALIE ROUSH LANTZ SCHMITZ**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19 day of January, 2022.

Katie Holcomb  
Signature of Notary  
My commission expires: 01-15-2023



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **DEBRA LOUISE ROUSH MARCY**, daughter of Ruth Bounds (deceased), and **SISTER** of **DONALD H. ROUSH**, accept and agree to the transfer of two burial plots listed below to my brother **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_2

Bounds, Ruth  
PRG\_4\_64\_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Debra Louise Roush Marcy  
**DEBRA LOUISE ROUSH MARCY**

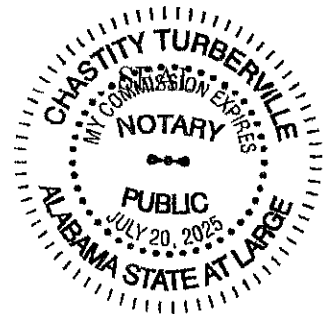
7<sup>th</sup> Jan 2022  
Signature Date

STATE OF ALABAMA )  
MONROE COUNTY )

I, Chastity Turberville, a Notary Public, in and for the County or State, hereby certify that **DEBRA LOUISE ROUSH MARCY**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 7<sup>th</sup> day of January, 2022.

Chastity Turberville  
Signature of Notary  
My commission expires: 7/20/25



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **CONSTANCE BOUNDS AUSTIN**, stepdaughter of Ruth Bounds (deceased), and **STEPSISTER** of **DONALD H. ROUSH**, accept and agree to the transfer of two burial plots listed below to my brother **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_2

Bounds, Ruth  
PRG\_4\_64\_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

*Constance Austin*  
CONSTANCE BOUNDS AUSTIN

1-4-22  
Signature Date

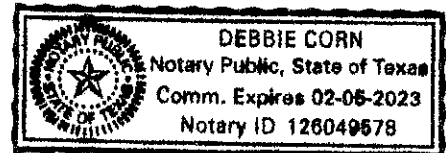
STATE OF TEXAS )  
GALVESTON COUNTY )

I, Debbie Corn, a Notary Public, in and for the County or State, hereby certify that **CONSTANCE BOUNDS AUSTIN**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 4 day of JANUARY, 2022.

*Debbie Corn*  
Signature of Notary  
My commission expires: 2-5-2023

SEAL



Pine Ridge Gardens Cemetery  
3908 28<sup>th</sup> Street  
Gulfport, Harrison County, MS 39501  
PH 228-214-3601

To whom it may concern,

I, **TRINITY BURGE**, great granddaughter of Robert H. and Ruth Bounds (both deceased), accept and agree to the transfer of two burial plots listed below to **DONALD H. ROUSH**. The lots to be transferred are:

Bounds, Ruth  
PRG\_4\_64\_2

Bounds, Ruth  
PRG\_4\_64\_3

To indicate my approval of this transfer, I have signed this notarized letter voluntarily with no reservations or conditions.

Trinity Burge  
TRINITY BURGE

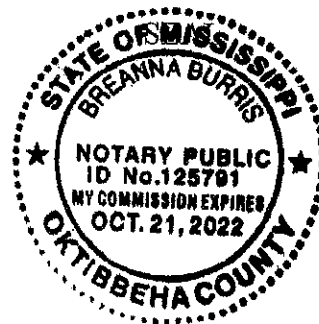
2/22/22  
Signature Date

STATE OF MISSISSIPPI            )  
OKTIBBEHA COUNTY            )

I, Breanna Burris, a Notary Public, in and for the County or State, hereby certify that **TRINITY BURGE**, whose name is signed to the above letter, acknowledged before me on this day, that being informed of the contents of the letter, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 22<sup>nd</sup> day of February, 2022.

Breanna Burris  
Signature of Notary  
My commission expires: OCT. 21, 2022



Hatcher, Jerry D. McQueen, Mary-Lee PRG_4_49_3 Smith, Mary-Lee	BOND, EUSTUS R. PRG_4_50_3 Bond, Bobbie J.
Cannon, Barbara PRG_4_49_4 Stribling, Barbara	PRG_4_50_4
Bounds, Ruth PRG_4_64_1 Debra Marcy	Bounds, Ruth PRG_4_63_1 Debra Marcy
Bounds, Ruth PRG_4_64_2 Don Roush	Bounds, Ruth PRG_4_63_2 Bounds, Ruth-A.
Bounds, Ruth PRG_4_64_3 Don Roush	Bounds, Ruth PRG_4_63_3 Bounds
Bounds, Ruth PRG_4_64_4 Constance Austin	Bounds, Ruth PRG_4_63_4 Burge, Bounds, Diane
Beach, Dilaine PRG_4_103_1 Saucier, Myrtle-LaForce	Unknown, Unknown PRG_4_104_1 Carter, Albert
Gary, Huey PRG_4_103_2 Garv, Betty	Watts, W. O. PRG_4_104_2 Watts, Wm.
Sharkey, Mary PRG_4_103_3 Kelley, Lena Veal	Watts, W. O. PRG_4_104_3 Watts, Matilda
Mary Youngblood-Lara-L. PRG_4_103_4 Lucky, Murray	Watts, W. O. PRG_4_104_4 Watts, William O.

PRG  
BL 4  
LOT 64  
1-4  
LOT 63  
SP 1

Ervin, Myrtle PRG_4_51_3 Gelvin, Martha	
Ervin, Myrtle PRG_4_51_4 Gelvin, Smash	
Kapp, Evan PRG_4_62_1 Reynolds, Mark	
Kapp, Evan PRG_4_62_2	
Kapp, Evan PRG_4_62_3	
Kapp, Evan PRG_4_62_4 Kapp, Clara	Br
Ladner, Charles PRG_4_105_1 Ladner, Charles-D.	
Ladner, Charles PRG_4_105_2 Ladner, Alvis	
McCrary, Willie BROWN, Regina PRG_4_105_3 Polk, Claudis	
McNeeley, Gail PRG_4_105_4 McNeeley, Stephen	

Legend



	VSP Choice Plan® Current Plan	VSP Choice Plan® Renewal Plan
Exam Copay	\$25.00	\$25.00
Materials Copay	\$25.00	\$25.00
Frequency:		
Exam:	Every calendar year	Every calendar year
Lenses:	Every calendar year	Every calendar year
Frame:	Every other calendar year	Every other calendar year
Essential Medical Eye Care	\$20 copay per visit	\$20 copay per visit
<b>Exam Coverage</b>		
WellVision Exam®	Covered in full after copay	Covered in full after copay
Contact Lens Exam (Fitting & Evaluation)	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60
Routine Retinal Screening	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.
<b>Lens Coverage</b>		
Basic Prescription Lenses: (Glass or plastic) Single vision Lined bifocal Lined trifocal Lenticular	Covered in full after copay	Covered in full after copay
Lens Enhancements¹	Most popular are covered with a copay, saving an average of 30%	Most popular are covered with a copay, saving an average of 30%
	Single Vision	Multifocal
Anti-glare coating:	\$41	\$41
All other Anti-glare coatings:	\$58 - \$85	\$58 - \$85
Impact-resistant lenses for children:	Covered in full	Covered in full
Impact-resistant lenses for adults:	\$31	\$35
Standard Progressives:	N/A	Covered in full
Premium & Custom Progressives:	N/A	\$95 - \$175
Tints/Light-reactive lenses:	\$75	\$75
Scratch-resistant coating:	\$17	\$17
¹ Prices shown reflect standard selections; premium or custom options may also be available at additional costs.		
<b>Frame Coverage</b>		
VSP Doctors	\$130 allowance; plus 20% off any amount above the allowance	\$130 allowance; plus 20% off any amount above the allowance
<b>Contact Lens Coverage</b>		
Elective Contact Lenses (prescription contact lenses, in lieu of glasses)	\$130 allowance	\$130 allowance
Necessary Contact Lenses	Covered in full after copay	Covered in full after copay
<b>Plan Enhancements</b>		
LightCare Allows members to use their frame allowance toward non-prescription blue light filtering glasses or sunglasses from the doctor's frame board or Eyeconic, exhausting both their lens and frame eligibility	N/A	N/A
<b>Extra Savings</b>		

VSP Laser VisionCare <sup>SM</sup> Program Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities.
Additional Pairs of Glasses	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses from any VSP provider within 12 months of the patient's last WellVision Exam.

**Out-of-Network Schedule**

Eye Exam:	\$45.00	\$45.00
Single Vision:	\$30.00	\$30.00
Lined Bifocal:	\$50.00	\$50.00
Lined Trifocal:	\$65.00	\$65.00
Lenticular:	\$100.00	\$100.00
Progressive:	\$50.00	\$50.00
Frame:	\$70.00	\$70.00
Elective Contact Lenses:	\$105.00	\$105.00
Necessary Contact Lenses:	\$210.00	\$210.00

**Monthly Rates**

Risk	Employee Only: \$7.80 Employee + One: \$12.57 Employee + Child(ren): \$12.70 Employee + Family: \$22.32	Employee Only: \$7.80 Employee + One: \$12.57 Employee + Child(ren): \$12.70 Employee + Family: \$22.32
Commissions	Flat 15%	<b>Flat 12%</b>
Policy Term	2 Years	2 Years
Select the desired renewal plan		<input type="checkbox"/>

**Renewal Acceptance**

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, select the desired renewal action, sign and return this Renewal Agreement to the email address below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

VSP® Renewal Exhibit for City of Gulfport  
Renewal Effective Date: January 1, 2023

Sara Bolchi  
Key Client Manager, VSP  
P: 916.858.5277  
[Sara.Bolchi@vsp.com](mailto:Sara.Bolchi@vsp.com)

Signature: Billy Hewes Digitally signed by Billy Hewes  
Date: 2022.11.14 11:12:48 -0800  
Name: Billy Hewes  
Title: Mayor  
Date: 11/14/22

Based on applicable laws, benefits may vary by doctor location.  
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Classification: Confidential  
CL- Rev. 6/2022

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**FIRST AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT**

**THIS FIRST AMENDMENT** to the CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (hereinafter, "the Contract") is hereby entered into and agreed to by and between the CITY OF GULFPORT, MISSISSIPPI ("City" or "Owner") and H2O INNOVATION OPERATION & MAINTENANCE, LLC ("H2O" or "Operator"), on the dates hereinafter set forth for the purpose of amending in wiring certain covenants and conditions of the Contract as was approved by the City Council of the City of Gulfport, Mississippi, and signed by the Mayor and the authorized representative of H2O on April 1, 2022, and the Contract is hereby further amended by this FIRST AMENDMENT, as follows:

**WITNESSETH THAT:**

**WHEREAS**, the City of Gulfport has approved its budget for Fiscal Year Ending 2023 and the aforementioned budget included funding for the addition of the following crews/positions to the Contract:

- 1) One (1) Drainage Construction Crew consisting of one (1) crew leader, one (1) assistance crew leader, one (1) laborer, and one (1) truck driver at an annual cost of \$301,600 (inclusive of any associated machinery, equipment, tools and vehicles); and
- 2) One (1) Ditch Cleaning Crew consisting of one (1) operator, one (1) laborer, and one (1) truck driver at an annual cost of \$214,800.00 (inclusive of any associated machinery, equipment, tools and vehicles); and
- 3) One (1) Water Line Locator at an annual cost of \$60,000.00 (inclusive of any associated machinery, equipment, tools and vehicles).

**WHEREAS**, it is mutually agreed by the parties to add the aforementioned crews/positions to the Contract.

**NOW THEREFORE**, for the purposes hereinabove set forth, it is hereby agreed by and between the parties to the Contract that the Contract shall be amended hereby, commencing on November 1, 2022, as follows:

- A. Section 6.01 of the Contract (Annual Base Fee) shall be amended as set forth herein to reflect the new crews/positions being added to the contract, which additions to the base fee shall be effective as of the date that employees holding the new positions begin work for H2O under the Contract.
- B. The following crews/positions are hereby added to the Contract, at the cost noted:
  - 1) One (1) Drainage Construction Crew consisting of one (1) crew leader, one (1) assistance crew leader, one (1) laborer, and one (1) truck driver at an annual cost of \$301,600 (inclusive of any associated machinery, equipment, tools and vehicles); and
  - 2) One (1) Ditch Cleaning Crew consisting of one (1) operator, one (1) laborer, and one (1) truck driver at an annual cost of \$214,800.00 (inclusive of any associated machinery, equipment, tools and vehicles); and
  - 3) One (1) Water Line Locator at an annual cost of \$60,000.00 (inclusive of any associated machinery, equipment, tools and vehicles).

Except as specifically amended herein, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is not amended, modified or changed, and shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this First Amendment to Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

Owner:

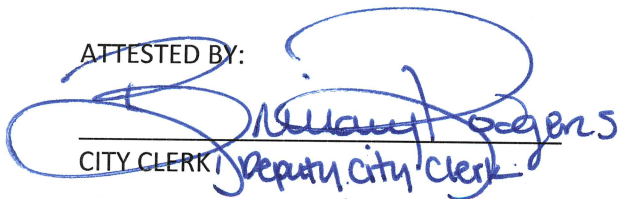
CITY OF GULFPORT, MISSISSIPPI

BY:

  
MAYOR

October 19, 2022

ATTESTED BY:

  
CITY CLERK / Deputy city clerk

Operator:

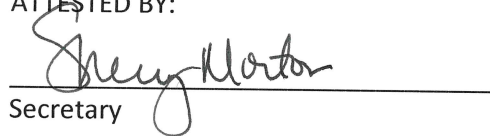
H2O INNOVATION OPERATION & MAINTENANCE, LLC

BY:

  
Authorized Representative

10/19, 2022

ATTESTED BY:

  
Secretary

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_ day of \_\_\_\_\_, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL  
TO APPROVE AMENDMENTS TO THE REAL ESTATE SERVICES CONTRACTS  
WITH MISSISSIPPI VALUATIONS, LLC D/B/A VALBRIDGE PROPERTY  
ADVISORS AND DOUG SINGLETARY & ASSOCIATES, INC., TO REFLECT THE  
FINAL NUMBER OF APPRAISALS REQUIRED WITH RESPECT TO THE  
INTERCONNECTING GULFPORT PROJECT, TO AUTHORIZE THE MAYOR TO  
EXECUTE THE SAME, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a project designed to extend Airport Road and provide an overpass over Interstate 10 (hereinafter, “Project”) and the aforementioned Project will require acquisition by negotiation or by eminent domain of right of way; and

**WHEREAS**, the City of Gulfport has engaged the services of a real estate appraiser (Mississippi Valuations, LLC D/B/A Valbridge Property Advisors) to appraise the fair market value of each property interest which must be obtained in order to assist in determining just compensation for the property interests to be acquired for the Project and the services of a review appraiser (Doug Singletary & Associates, Inc.) to provide appraisal review services; and

**WHEREAS**, the Real Estate Services Contracts with each of the named entities provided for eighteen (18) appraisals or reviews, as appropriate; and

**WHEREAS**, as the project developed and ownerships were confirmed, it is necessary that twenty – one (21) appraisals be completed and the Real Estate Services Fee Schedule appended to each Contract should be amended to reflect the final number of parcels involved in the project (see collective Exhibit “A” attached hereto).

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

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

**Section 2.** That the proposed amended Real Estate Fee Schedules (part of the Real Estate Services Contracts with the appraiser and review appraiser named herein) found at Exhibit “A” hereto be and the same is hereby approved, subject to final approval by the Mississippi Department of Transportation.

**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**

# Real Estate Services Fee Schedule

\*\*\*AS AMENDED\*\*\*

*Interconnecting Gulfport – New Construction Airport Road Extension and I10 Overpass*

Project No. *FBLD-9159-00(001)LPA/108419-801000*

Harrison County, Mississippi

## City of Gulfport, Mississippi (LPA)

### MAXIMUM ALLOWABLE COST

The consultant shall not exceed the "Cost per Parcel" rate established for this Work Assignment identified below:

Function	Est. No. of Parcels	Cost per Parcel	Total
<b>Cost</b>			
<b>APPRAISAL PHASE</b>			
<b>Original Appraisal Reports</b>			
Unimproved	21	\$2,800	\$58,800
Improved	XX	\$	\$
Complex	XX	\$	\$
<b>Revised Appraisal Reports (if requested)</b>			
	21	\$1,400	\$29,400
<b>Appraisal Reports for Court (if requested)</b>			
Unimproved	21	\$2,800	\$58,800
Improved	XX	\$	\$
Complex	XX	\$	\$
<b>Pretrial Preparation and Trial Testimony for Court (if requested)</b>			
	18	40 hours @ \$180 per hour	\$129,600
<b>TOTAL DIRECT COSTS (for Labor Hours)*</b>			<b>\$</b>
<b>TOTAL MAXIMUM ALLOWABLE COSTS</b>			<b>\$276,600</b>

**\*NOTE:** All Direct Costs are subject to expenses as outlined in the MDOT State Travel Handbook. The Consultant shall attach the ESTIMATED DIRECT COSTS breakdown for this contract (Exhibit D)

Under no circumstances shall the amount payable by the LPA for this assignment exceed the Total Maximum Allowable Costs of \$85,600.00 (Total of all Charges) without the prior written consent of both parties.

The LPA may retain 5% of the CONSULTANT'S invoice amount until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

Amendment agreed to:

\_\_\_\_\_  
Billy Hewes, Mayor

\_\_\_\_\_  
Everette Ladner for and on behalf of Valbridge

## Review Appraisal Fee Schedule

\*\*\*AS AMENDED\*\*\*

*Interconnecting Gulfport – New Construction Airport Road Extension and I10 Overpass*

Project No. *FBLD-9159-00(001)LPA/108419-801000*

Harrison County, Mississippi

### City of Gulfport, Mississippi (LPA)

#### MAXIMUM ALLOWABLE COST

The Review Appraiser fees shall not exceed the “cost per parcel” rate established for this agreement identified below:

Function	Est. No. of Parcels	Cost per Parcel	Total Cost
<u>Original Appraisal Review Report</u>			
Unimproved	21	\$ 1,400	\$ 29,400
Improved	XXX	\$ XXX	\$ XXX
Complex	XXX	\$ XXX	\$ XXX
<u>Revised Appraisal Review Report</u>	21	\$ 700	\$14,700
<u>Appraisal Review Report for Court</u>	21	\$ 700	\$14,700

The following services shall be charged on an hourly basis, if requested

<u>Pre-Trial Preparation and Trial Testimony for Court (if requested)</u>	XXX	___hrs. /parcel X \$ ___hrs.	\$ XXX_____
<b>Total Direct Costs for Labor Hours*</b>			\$ XXX
<b>TOTAL MAXIMUM ALLOWABLE COSTS</b>			\$58,800

**\*NOTE:** All Direct Costs are subject to expenses as outlined in the MDOT State Travel Handbook. The Consultant shall attach the ESTIMATED DIRECT COSTS breakdown for this contract (Exhibit D)

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$19,200.00 (Total Maximum Project Costs) without written approval of both parties.

The LPA may retain 5% of the CONSULTANT'S invoice amount until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

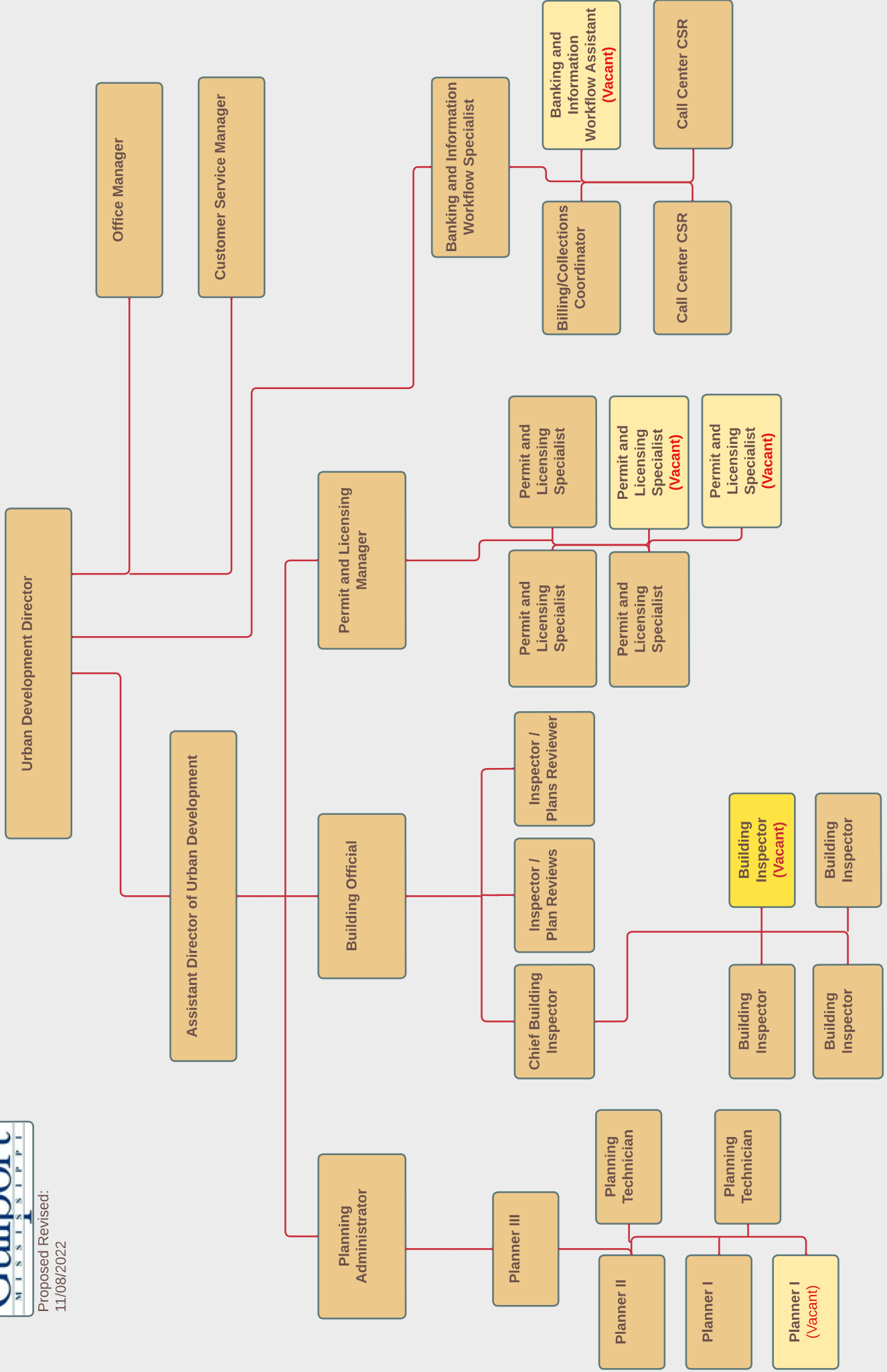
Amendment agreed to:

\_\_\_\_\_  
Billy Hewes, Mayor

\_\_\_\_\_  
Doug Singletary for and on behalf of Doug Singletary & Associates, Inc.



Proposed Revised:  
11/08/2022





## Human Resources

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5831  
Fax: 228-868-5722

**MEMO TO:** City of Gulfport Council Members  
Jeff Bruni, City Attorney  
Todd Harman, Director of Finance and Accounting

Human Resources  
1422 23<sup>rd</sup> Ave  
Gulfport, MS 39501

**FROM:** Samantha Sherrill, Human Resources Manager

**RE:** Defund/Refund and Ordinance Request for the Building Inspector Position UD

**DATE:** November 8th, 2022

---

Please provide budget amendments and ordinance to refund/defund a Building Inspector position in Urban Development. This position has been vacated, and meets the \$40,000 rule. This position was approved in the FYE 23 budget at grade 111 step 9, totaling \$40,631.00 in salary. The Director of Urban Development will be posting this position with a salary range of \$37,182.27-40,630.07 (step 0-9). There will be a total of 4 Building Inspector positions within Urban Development.

Encl:  
Budget Amendment Request from HR  
Organizational Chart  
Job Description



**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.

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) “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**, an employee previously serving in one (1) “Building Inspector” position in the City of Gulfport’s Department of Urban Development has vacated this position, and there is a need to re-fund and re-fill this position; and

**WHEREAS**, the salary of compensation for the employees holding or serving in this one (1) “Building Inspector” position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Building Inspector” (one (1) position within the City’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, having previously been set in this same Grade (Grade 111); 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) “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) “Building Inspector” position is hereby added to and funded as the only such position 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”), with funds hereby budgeted up to Step 9 for this position, with such budgeted funds to also be set forth and memorialized in a budget amendment related hereto.

**SECTION 3.** That the salary of compensation for the employee holding this one (1) position (the “Building Inspector” position) shall be within the range and presently set within the range of 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) ‘Building Inspector’ position in Grade 111 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

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, PURSUANT TO *MISS. CODE ANN. § 21-19-11(2)*, THE CITY’S CODE ENFORCEMENT OFFICERS AND THEIR DESIGNEES TO DETERMINE WHETHER PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND FOR RELATED PURPOSES**

**WHEREAS**, *Miss. Code Ann. § 21-19-11(2)*, Mississippi law provides that, where the cost to clean property or a parcel of land (one (1) acre or less) does not exceed \$250.00 (excluding administrative costs), the “...governing authority of the municipality may authorize one or more of its employees to determine whether the property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the Community...”; and

**WHEREAS**, once said determination is made, evidence thereof must be recorded in the minutes of the governing authority, and notice of the determination shall be provided to the property owner via United States mail and by posting of the property, which notice shall be recorded in the minutes of the governing authority, as well; and

**WHEREAS**, as more fully set forth at *Miss. Code Ann. § 21-19-11(2)*, where such a determination is made, the municipality may re-enter the property over a period of two (2) years upon provision of additional notice as provided for in the statute, and

**WHEREAS**, the City of Gulfport routinely finds it necessary to clean certain properties on a regular basis and the cost to clean those properties does not exceed \$250.00, and that authorizing the City’s Code Enforcement Officers and their designees to make the determination set forth above will enable the City of Gulfport to clean those properties in a more efficient, timely, and responsive manner.

**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.** In accordance with *Miss. Code Ann. § 29-11-19(2)*, the Governing Authority of the City of Gulfport does hereby authorize the City’s Code Enforcement Officers and their designees to determine whether property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to proceed to clear the property as more fully set forth at *Miss. Code Ann. § 29-11-19(2)*.

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

**YEAS:**

**NAYS:**

**ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the \_\_\_ day of \_\_\_\_\_, 2022

(SEAL)

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**Brittany Rogers, Clerk of Council**

\_\_\_\_\_  
**F.B. “Rusty” Walker, IV, President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the \_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

---

**Billy Hewes, Mayor**