City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 6, 2023	**1:30 PM**	***Gulfport City Hall Council Chambers***

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointment(s)

1 Approval of Minutes - for May 2, 2023.

2 Ratification - of Appointment to Architectural Review Committee.

3 Ratification - of Appointment of the Director of Leisure Services Department.

Code Enforcement / Planning

4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

5 Appeal - CenterPoint Energy - revocation of trenching permits by City Engineer/Director of Public Works.

6 Appeal - Notice of Civil Penalty (Ticket #11091).

Ordinances

7 Ordinance - rezoning a tax parcel from B-2 (General business) to I-1 (Light industry) - located at 28th Street - Case # 2301PC003 - Ward 1.

8 Ordinance - rezoning tax parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008, & 0711K-04-037.000 from R-1-7.5 (Single-family) to R-2 (Single-family) - located at 1415, 1413, & 1411 Jo Ellen Circle - Case # 2304PC41 - Ward 1.

9 Ordinance - providing for the salary of compensation for one (1) "Director of Leisure Services" position, and for related purposes.

10 Ordinance - providing, nunc pro tunc, for the salary of compensation for a "Utility Billing Specialist I" Position (Grade 208), and for related purposes.

Resolutions

11 Resolution - determining, establishing, and designating an Urban Renewal Area or District along Gould Road, and for related purposes.

12 Resolution - establishing an Emergency Medical Service District, and for related purposes.

13 Resolution - approving “Acknowledgment of Reversion of Property back to the City of Gulfport, Mississippi”, and for related purposes.

14 Resolution - approving Cooperative Agreement between the Job Corps Center and the City of Gulfport, and for related purposes.

15 Resolution - approving Lease Agreement with Deere Credit, Inc., and for related purposes.

16 Resolution - approving Master Service Agreement with Lexipol, LLC, and for related purposes.

17 Resolution - approving Business Fiber Services Agreement with Cable One, Inc. d/b/a Sparklight for Events and Harbor Lights Warehouses, and for related purposes.

18 Resolution - approving Service Proposal with Engineered Cooling Services, and for related purposes.

19 Resolution - approving Proposal and Service Agreement from Johnson Controls related to required Fire Protection Maintenance in the Server Room, and for related purposes.

20 Resolution - approving Service Agreement with PowerDMS regarding Field Training Officer Software, and for related purposes.

21 Resolution - approving Subaward Agreement with the Mississippi Department of Environmental Quality regarding the Citywide Lift Station Rehabilitation Project, and for related purposes.

22 Resolution - approving Subaward Agreement with the Mississippi Department of Environmental Quality regarding the Debuys Road Sewer Pump Station Force Main Connection at West Biloxi Wastewater Treatment Plant Project, and for related purposes.

23 Resolution - approving Subaward Agreement with the Mississippi Department of Environmental Quality concerning the North Gulfport Wastewater Treatment Plant Headworks Project, and for related purposes.

24 Resolution - approving Subaward Agreement with the Mississippi Department of Environmental Quality regarding the North Gulfport Wastewater Treatment Plant Sand Filters Project, and for related purposes.

25 Resolution - approving Recruiter Model Service Agreement with Recourse Communications, Inc., and for related purposes.

26 Resolution - approving Trial Agreement with Chorus regarding Investigative Software, and for related purposes.

27 Resolution - approving Change Order No. 1 with SCI, Inc., for Debuys Road Pump Station Improvements Project, and for related purposes.

28 Resolution - authorizing the donation of funds in support of Harbor Lights Winter Festival, and for related purposes.

29 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 Gulfport Sports Hall of Fame Banquet, and for related purposes.

30 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with JZ 94.5 Juneteenth Celebration, and for related purposes.

31 Resolution - approving the temporary closure of municipal right of way for JZ 94.5 Juneteenth Celebration, and for related purposes.

32 Resolution - approving the temporary closure of municipal right of way for Handsboro Presbyterian Church's Annual Fall Picnic, and for related purposes.

33 Resolution - approving refund of municipal ad valorem to Green Pines, LLC, and for related purposes.

34 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

35 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

36 Budget Amendment #89 - increasing Police line items for checks from Southern Recycling LLC and the Circuit Clerk of Harrison County.

37 Budget Amendment #90 - reallocating Fire Department project budget funds.

38 Docket of Claims - to be approved through June 7, 2023.

Routine Agenda

39 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

40 Code Enforcement Notice(s) - to be made a part of the minutes.

41 Legal Notice - advertisement for sole source Paratech - Fire Department.

42 Legal Notice - advertisement of RFQ for Engineering Services of Citywide Lift Station Rehabilitation.

43 Legal Notice - advertisement of RFQ for Engineering Services for Debuys Road Sewer Pump Station.

44 Legal Notice - advertisement of RFQ for Engineering Services of water wells.

45 Letter - regarding bid awarded by Purchasing to Eagle Services for Fire Station #10 A/C - Building Maintenance - to be made a part of the minutes.

46 Letter - regarding bid awarded by Purchasing to Eagle Services for Fire Station #11 A/C - Building Maintenance - to be made a part of the minutes.

47 Letter - regarding bid awarded by Purchasing to Eagle Services for Fire Station #12's new A/C - Building Maintenance - to be made a part of the minutes.

48 Letter - regarding bid awarded by Purchasing to Eagle Services for Hardy Building A/C - Building Maintenance - to be made a part of the minutes.

49 Letter - regarding bid awarded by Purchasing to A D & R for demolition - Code Enforcement - to be made a part of the minutes.

50 Letter - regarding bid awarded by Purchasing to L & M Lawn Care for demolition and lot clean up - Code Enforcement - to be made a part of the minutes.

51 Letter - regarding bid awarded by Purchasing to Lewis Trailer Sales for an enclosed trailer - Fire Department - to be made a part of the minutes.

52 Letter - regarding bid awarded by Purchasing to Lewis Trailers Sales for a flatbed trailer - Fire Department - to be made a part of the minutes.

53 Letter - regarding bid awarded by Purchasing to Parish Tractor Company for skid steer - Fire Department - to be made a part of the minutes.

54 Letter - regarding bid awarded by Purchasing to Haven Dock & Marine for power pedestal parts - Harbor - to be made a part of the minutes.

55 Letter - regarding bid awarded by Purchasing to Gray Daniels Ford for police vehicles - Police Department - to be made a part of the minutes.

56 Letter - regarding bid awarded by Purchasing to Ferguson Waterworks for supplies for Custody Exchange Project - Public Works - to be made a part of the minutes.

57 Privilege License Report - for the month of May, 2023 - to be made a part of the minutes.

58 Public Records Request - for the month of April, 2023 - to be made a part of the minutes.

59 Ratification - of Recorded Ordinance - Brookstone Subdivision - 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

- **Mrs. Nell Majors**
- **Mr. John McFarland**
- **Mr. Dau Van Nguyen**
- **Mr. Johnny L. Anthony Sr.**

Executive Session

Setting of Next Meeting and Adjournment

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, May 2, 2023	**1:30 PM**	***Gulfport City Hall Council Chambers***

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

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Special Call Meeting on April 28, 2023, 2022 at 11:30 A.M.

Present: CAO Leonard Papania, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines (in 1:37 A.M.), Rusty Walker, Myles Sharp, R.Lee Flowers, and Richard Kosloski. **Absent**: Mayor Billy Hewes

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

Agenda Order

Motion to Accept the Agenda, as presented with the following adjustments; add item 39 - A - Resolution - authorizing issuance of a special check to Magnolia Printing, and for related purposes., delete items 6 and 34 at the Administration's request, and amend item 62's title to "Fire" instead of "Police", Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

1 Approval of Minutes - for March 21, 2023.

Motion to Approve Minutes for March 21, 2023, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
March 21, 2023 - Minutes

2 Approval of Minutes - for April 4, 2023.

Motion to Approve Minutes for April 4, 2023, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
April 4, 2023 - Minutes

3 Approval of Minutes - for April 11, 2023 SCM.

Motion to Approve Minutes for April 11, 2023 SCM, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
April 11, 2023 SCM - Minutes

Code Enforcement / Planning

4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Motion to Open the Code Enforcement Hearing, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

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

Motion to Close the Hearing and Approve the Resolution, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
NOTIFICATION LETTERS - CODE ENFORCEMENT
Resolution - Authorizing Advertisement for Bids - Signed

5 Resolution - finding and adjudicating, *nunc pro tunc*, 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, and for related purposes.

Motion to Approve, Moved By Ron Roland, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Nunc Pro Tunc - CE Lodestar - Signed

6 Appeal - Notice of Civil Penalty (Ticket #10760).

- Deleted -

Ordinances

7 Ordinance - amending Chapter 5 of the Code of Ordinances to establish a licensing scheme for and regulations governing Small Trash Collectors, and for related purposes. (postponed from 4/4/23)

Motion to Adopt, Moved By Richard Kosloski, **Seconded by** Rusty Walker

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

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

8 Ordinance - amending plat to reflect corrected entrance to "Brookstone" Subdivision and vacating rights-of-way previously inadvertently reflected in such plat, and for related purposes

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

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

Attachment(s):
Ordinance 3256 - Signed

9 Ordinance - rezoning a tax parcel from R-1-10 (Single-family) to R-B (Residence-business) - located at 13283 Dedeaux Road - Case # 2303PC024 - Ward 5

Motion to Adopt Ordinance, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Failed By The Following Roll Call Vote
Aye: Ron Roland
Nay: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski

10 Ordinance - providing for removal or deletion of the position of "Public Safety Fleet Manager", and for related purposes.

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

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

Attachment(s):
Ordinance 3257 - Signed

11 Ordinance - providing for the salary of compensation for one (1) "Automotive Lead Mechanic" position, and for related purposes.

Motion to Adopt Ordinance, Moved By Ron Roland, **Seconded by** Kenneth Casey

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

Attachment(s):
Ordinance 3258 - Signed

12 Ordinance - providing for the salary of compensation for one (1) "Chief Building Inspector" position, and for related purposes.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Ron Roland

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

Attachment(s):
Ordinance 3259 - Signed

13 Ordinance - providing for the salary of compensation for one (1) "IT Director" position, and for related purposes.

Motion to Suspend the Rules, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

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

Motion to Amend, up to Grade 213 Step 31, Moved By R.Lee Flowers, **Seconded by** Myles Sharp

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

The President called the question.

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

Attachment(s):
Ordinance 3260 - Signed

14 Ordinance - providing for the salary of compensation for one (1) "Information Systems Manager" position, and for related purposes.

Motion to Delete, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

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

15 Ordinance - providing for the salary of compensation for one (1) "Municipal Court Senior Deputy Court Clerk" position, and for related purposes.

Motion to Suspend the Rules, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

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

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

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

Attachment(s):
Ordinance 3261 - Signed

Resolutions

16 Resolution - approving Award to and Contract with Beckworks, LLC, for the Building Repairs and Construction Unit Price Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Beckworks - Unit Price - Signed

17 Resolution - approving Award to and Contract with Estate Management Services, Inc., for Pond Maintenance Services at Francis X. Collins Park, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Estate Management Services Agreement - Signed

18 Resolution - approving Award, subject to contract negotiations, to Overstreet & Associates, PLLC, for Engineering Services related to the Coffee Creek Sewer Rehabilition Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By The Following Roll Call Vote
Aye: Kenneth Casey, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ron Roland

Attachment(s):
Resolution - Overstreet & Associates - Coffee Creek - Signed

19 Resolution - approving Contract with Artisan Pyrotechnics, Inc., for 2023 Independence Day Celebration, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Artisan Pyrotechnics - Fireworks - Signed

20 Resolution - approving certain documents associated with the Application of the Harrison County School District's Mississippi Community Oriented Policing Services in School (MCOPS) Grant Funding, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - HCSD - SRO MCOPS - Signed

21 Resolution - approving Letter Agreement with Michael Baker International, Inc., for Grant Package Preparation Services related to the Defense Community Infrastructure Pilot Program, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Michael Baker DCIP - Signed

22 Resolution - approving Professional Appraisal Review Services Contract with Global Valuation Services, Inc., with respect to the BUILD - Interconnecting Gulfport Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines

Attachment(s):
Resolution - Build Grant - Global Valuation - Signed

23 Resolution - approving Services Agreement with Mississippi Power Company for the purpose of providing lighting equipment upgrades on a portion of US Highway 49 (CSL Plasma and HWY 49//Lafayette Street), and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - MPC Light Pole Adapters (CSL Plasma & Hwy 49//Lafayette Street) - Signed

24 Resolution - approving Services Agreement with Mississippi Power Company for the purpose of providing lighting equipment upgrades on a portion of US Highway 49 (USPS Orange Grove Office), and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - MPC Light Pole Adapters (USPS Orange Grove Office) - Signed

25 Resolution - approving Software Services Agreement with Illuminating Concepts for Intellistreets Multimedia Lighting and Audio in Downtown Gulfport, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Illuminating Concepts - Software Services - Signed

26 Resolution - approving Addendum No. 6 to Agreement with Neel-Schaffer, Inc., for Planning and Environmental Services in connection with the BUILD - Interconnecting Gulfport Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By The Following Roll Call Vote
Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski
Nay: Ella Holmes-Hines

Attachment(s):
Resolution - Neel-Schaffer - Addendum No. 6- Build Interconnecting Gulfport - Signed

27 Resolution - approving Certificate of Substantial Completion for the Repairs to Jones Park Tensile Structures Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Substantial Completion - Tensile Structures Jones Park - Signed

28 Resolution - approving public display of fireworks at the culmination of the Sounds by the Sea Harrison County Concert, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Fireworks Sounds by the Sea 2023 - Signed

29 Resolution - approving the temporary closure of municipal right of way for 2023 ChandyFest, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Street Closure-parking closure - Chandy Fest - Signed

30 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with 2023 ChandyFest, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - ChandyFest - Sponsorship - Signed

31 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with 2023 Sounds by the Sea, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Sounds by the Sea Expenditure - Signed

32 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Gulf Islands Water Park, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Gulf Islands Water Park Expenditure - Signed

33 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Mississippi Gulf Coast Chamber of Commerce Taste Rattle and Roll Event, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Taste Rattle and Roll Expenditure - Signed

34 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 Building Bridges for Community Unity and Progress, and for related purposes.

- Deleted -

35 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 Extend A Hand Help A Friend, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Advertising Extend a Hand - Signed

36 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 Healthy Families Mothers & Babies Initiative, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Advertising MSU Healthy Families Shower - Signed

37 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 National Day of Prayer, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Advertising National Day of Prayer - Signed

38 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 Southwestern Athletic Conference (SWAC) Softball Tournament Awards Banquet, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - SWAC Tournament Awards Banquet - Signed

39 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 Southwestern Athletic Conference (SWAC), and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - SWAC Women's Softball Tournament Fee Waiver - Signed

39 - A Resolution - authorizing issuance of a special check to Magnolia Printing, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Magnolia Printing - Special Check - Signed

40 Resolution - accepting donation of goods from Wal-Mart Neighborhood Market #6165 in support of the City's 2024 Easter Egg Hunt, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Walmart donation of Eggs Easter Eggs for 2024 Hunt - Signed

41 Resolution - declaring real property to be surplus property which is no longer used or needed by the municipality, authorizing appraisal of said property, and for related purposes.

Motion to Table, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

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

42 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - COVID-19 SOE Extension #51 - Signed

43 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Hurricane Zeta SOE Extension #41 - Signed

44 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

Attachment(s):
Resolution - Hurricane Ida SOE Extension #27 - Signed

Budget Amendments / Docket of Claims

45 Budget Amendment #77 - funding Streets & Drainage - Contractual Fees Account and appropriating funds for The Oaks Drainage Project.

Motion to Approve Budget Amendment #77, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2023-77
Budget Amendment FY 23 - Fund S&D Contractual Acct & The Oaks Drainage Project - APRIL 21 2023

46 Budget Amendment #78 - increasing line item 286 Capital (CNET) from restitution.

Motion to Approve Budget Amendment #78, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2023-78
Budget Amendment Memo CNET

47 Budget Amendment #79 - appropriating 2023 Cinema by the Shore Sponsorships.

Motion to Approve Budget Amendment #79, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2023-79
Memo - 2023 Cinema by the Shore Sponsorships Budget Amendment

48 Budget Amendment #80 - transferring funds from the General Fund to line item 215 - Lot Assessments.

Motion to Approve Budget Amendment #80, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2023-80
Budget Amendment Increase Line 215

49 Budget Amendment #81 - increasing Water and Sewer Operating Account Balances.

Motion to Approve Budget Amendment #81, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

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

Attachment(s):
Budget Amendment 2023-81
Budget Amendment FY 23 - Increase Water and Sewer Operating Account Balances - APRIL 21 2023

50 Docket of Claims - to be approved through May 3, 2023.

Motion to Approve Docket of Claims, in the amount of $3,381,422.32, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution - Docket of Claims - Signed

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

51 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

Attachment(s):
Cityworks - 04042023_21 - Executed
Change Order 1 - Gulf Coast Solutions - Gulfport Boat Launch - 04042023_25 - Executed
Certificate of Substantial Completion - Gulfport Boat Launch Improvements at Gulfport Lake and Courthouse Road - 04042023_24 - Executed
MAofMS Engagement Letter - Gulfport Promenade TIF Project - 04042023_17-A - Executed
ESRI Agreement - 04042023_20 - Executed
Vigilant - 04042023_22 - Executed

52 Code Enforcement Notice(s) - to be made a part of the minutes.

Attachment(s):
CH. 3 MEMORANDUM

53 Public Records Request - for the month of March 2023 - to be made a part of the minutes.

Attachment(s):
Public Records Request - March 2023

54 Legal Notice - advertisement for sole source of Paratech Strut Systems - Fire Department.

Attachment(s):
Legal Notice - Paratech Strut Systems

55 Letter - regarding bid awarded by Purchasing to Eagle Services for AC Unit at Fire Station #5 - Building Maintenance - to be made a part of the minutes.

Attachment(s):
Fire Station 5 - AC

56 Letter - regarding bid awarded by Purchasing to Eagle Services for AC Unit for Harbor Light Show Warehouse - Building Maintenance - to be made a part of the minutes.

Attachment(s):
AC Harbor Lights Warehouse

57 Letter - regarding bid awarded by Purchasing to Galls for Dress Uniforms - Fire Department - to be made a part of the minutes.

Attachment(s):
Dress Uniforms - Galls - Fire Department

58 Letter - regarding bid awarded by Purchasing to L & M Lawn Care for demolition - Code Enforcement - to be made a part of the minutes.

Attachment(s):
700 Georgia Street - Case 10778 - Code Enforcement

59 Letter - regarding bid awarded by Purchasing to Mike's General Service for demolition - Code Enforcement - to be made a part of the minutes.

Attachment(s):
1901 Switzer Road - Case 10781 - Code Enforcement

60 Letter - regarding bid awarded by Purchasing to Mike's General Service for demolition - Code Enforcement - to be made a part of the minutes.

Attachment(s):
1901 Switzer Road - Case 10836 - Code Enforcement

61 Letter - regarding bid awarded by Purchasing to Mike's General Service for demolition - Code Enforcement - to be made a part of the minutes.

Attachment(s):
1901 Switzer Road - Case 10846 - Code Enforcement

62 Letter - regarding bid awarded by Purchasing to Perkins Tire & Polaris for Polaris Side by Side - Police Department - to be made a part of the minutes.

Attachment(s):
Polaris Side by Side - Perkins Tire and Polaris - Fire Department

63 Letter - regarding the Trustmark Bank Hurricane Zeta line of credit payoff - to be made a part of the minutes.

Attachment(s):
2023 04 17 - Hurricane Zeta payoff statement

64 Ratification - of Easement Termination - Wein Air Holding (Kremer Marine Boat Launch) - to be made a part of the minutes.

Attachment(s):
WEIN AIR HOLDING LLC - Kremer Marine boat launch easement termination

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- **Mr. Bill Murphy**
- **Mr. David Easterling**

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- **Mr. Michael Ellis Moses III**
- **Deacon STF Sgt. AG Warren**
- **Mrs. Marlene Kennedy**

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Ron Roland**, Seconded by** Rusty Walker

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

The Council entered Closed Session at 3:18 P.M. In attendance: Kenneth Casey (in at 3:19 A.M.), Ron Roland (in at 3:20 A.M.), Ella Holmes-Hines, Rusty Walker, Myles Sharp, Richard Kosloski, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, and Clerk of Council Brittany Rodgers.

Motion to Enter Closed Session at 3:20 P.M., Moved By Ron Roland, **Seconded by** Kenneth Casey

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

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:21 P.M. for (1) strategy session with respect to ongoing litigation involving Jimmy Loftis (workers' compensation claim), (2) strategy session with respect to ongoing litigation involving IB Investments, LLC in Chancery Court (associated with the vacation of a condominium plat and covenants on the former "Chateau de la Mer" property near Highway 605 and U.S. Highway 90), (3) strategy session with respect to ongoing litigation involving USAA Insurance Company arising out of an automobile incident associated with Mark Kraninger, and (4) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle being operated by Louis Drouan, Jr. (insured by GEICO) that resulted in damage to a City Fire Truck, Moved By Ron Roland, **Seconded by** Myles Sharp

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

The Council entered Executive Session at 3:22 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock (out at 3:24 P.M.), Fire Chief Billy Kelley (in at 3:24 P.M. / out at 3:29 P.M.), and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 3:34 P.M., Moved By Kenneth Casey, **Seconded by** Ron Roland

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

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following actions were taken:

Motion to authorize the settlement of MWCC Claim No. 2005494-R-6087, via Section 9(l) of the Mississippi Workers' Compensation Act, for the total sum of $50,000.00 and to authorize the City's Attorney's, in conjunction with outside counsel, to take any and all steps as may be required to finalize the claim, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

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

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Michael Ellis Moses III, Deacon STF Sgt. AG Warren, and Mrs. Marlene Kennedy, until May 16, 2023 at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

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

_____
City Clerk

_____
Mayor

Agenda Adjustments

39 - A Resolution - authorizing issuance of a special check to Magnolia Printing, and for related purposes.

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711H-04-029.000	1600 42ND AVE	BABIN TODD J
0711G-01-003.000	2015 42ND AVE	HL&C-HARRISON LLC
0711H-05-080.000	1704 42ND AVE	GRAMAJO DORVAL & RAQUEL
0711K-01-055.000	1438 GENEVIEVE DR	LYNNE PROPERTIES LLC
0711K-01-056.000	1440 GENEVIEVE DR	FARMER'S LEASING LLC

WARD 2

PARCEL	LOCATION	OWNER
1010L-02-067.000	1302 POPLAR AVE	DAVIS DEWAYNE ALEX
0711N-02-058.000	720 RUTH AVE	TRAIN JASON
0711I-01-063.000	1230 37TH AVE	EDWARDS ALFRED
1010N-04-011.013	1820 CURCOR DR	BARAHONA OCTAVIO JOSE
0910P-01-012.000	429 TEGARDEN RD	WESTON SANDRA
0811L-04-061.000	3318 WEST RAILROAD ST	LUU THOAMINH SERA TRUSTEE
1010P-03-038.000	2000 BEACH DR	ARBOR SITES, LLC
1010I-01-078.000	BEACH DR	ARBOR SITES, LLC
1010I-01-079.000	223 DEBUYS RD	ARBOR SITES, LLC

WARD 3

PARCEL	LOCATION	OWNER
0810C-03-060.000	8295 ALABAMA AVE	BOTROS MAGDY
0810F-04-035.000	8225 ARKANSAS AVE	EVANS NANCY
0810F-03-113.000	15190 MADISON ST	MARTIN FANNIE L
0811B-01-021.000	2622 15TH AVE	THOMAS JACK DELL
0810N-01-046.000	2004 32ND ST	LUU TOAN BAO
0811G-04-126.000	1729 22ND ST	PILGRIM JR
0811G-04-050.000	1814 17TH AVE	WILLIAMS JAMES

WARD 4

PARCEL	LOCATION	OWNER
0910K-02-008.000	330 PASS RD	PRIME CAPITAL INVESTMENTS, LLC
0910N-07-003.000	388 PASS RD	PRIME CAPITAL INVESTMENTS, LLC
1010G-01-012.000	1901 SWITZER RD	LODESTAR INVESTMENTS LLC

WARD 5

PARCEL	LOCATION	OWNER
0808I-03-098.000	1013 SHIRLEY DR	CASEY JOHN JACOB
0808K-01-009.000	105 BEESON ST	COOPER DONALD R & BARBARA ANN
0808K-01-005.000	104 BEESON ST	JAMES TAMMY LYNN
0808J-03-034.000	107 SOUTH KERNS DR	THORSTENSON GARY
0908M-01-014.000	DEDE DR	DEDEAUX PROPERTIES I LP

0808N-02-006.000	DAVID ST	THOMAS ENOCH
0909C-01-017.008	2498 TANDY DR	DEDEAUX CHRISTINE LOUSIE -TRUSTEE-

WARD 7

PARCEL	LOCATION	OWNER
0808D-02-021.000	12401 PLUNKETT RD	WILLIAMS SYBLE

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

BABIN TODD J
1600 42ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-04-029.000
1600 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 10858

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

BABIN TODD J
617 CARMADELLE ST
MARRERO, LA 70072

Reference: Tax Parcel Number: 0711H-04-029.000
1600 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 10858

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
May 22, 2023
BABIN TODD J
617 CARMADELLE ST
MARRERO, LA 70072
Reference: Tax Parcel Number: 0711H-04-029.000
1600 42ND AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary
to request the help of private property owners to improve the safety, health and appearance of our City. As part of ongoing
efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. It was found that
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):
TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
IMPROPER RESIDENTIAL PARKING
Corrective Actions Required:
REMOVE/HAUL OFF TRASH/DEBRIS
BRING BLDG UP TO CODE OR DEMO
PARK IN APPROVED LOCATION
The City is asking that you please take the above actions within the next FOURTEEN (14) days or appear before the Board 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 notified that you are required
to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 5:30 PM in the City Council Chambers, Gulfport City
Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will hear evidence as to whether the
subject property is in a state of uncleanliness or a nuisance to the public health, safety and welfare. The City Council may, after
adjudication will also authorize the City of Gulfport to re-enter the property for the same type of violations that occurred within
hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS 39501.
days prior to re-entering the property for bids to perform public. Please contact our office at (228) 868-5720 if you have any questions regarding
authorize advertisement for bids to perform the necessary corrective actions. All costs associated with the corrective actions will be assessed to the property
taxes and/or posted to the county judgment roll for collection of the same type of violations that occurred within the Fourteen (14) day period.
this letter or if the requested corrective actions are taken within the Fourteen (14) day period.
with a public hearing on your property.
Respectfully yours,
Case Number: 10858
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR
May 22, 2023 at 4:09 PM

U.S. MAIL
APPROVED BY
THE POSTMASTER GENERAL
Gulfport
May 22, 2023 at 4:09 PM

May 22, 2023 at 10:19 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

HL&C-HARRISON LLC
2001 US HWY 11 NORTH
PICAYUNE, MS 39466

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 11026

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

JOSHUA W. CLOSSON
P.O. BOX 1
PICAYUNE, MS 39466

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11026

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

IMANI Z. TOBIAS
2121 41ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11026

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

HL&C-HARRISON LLC
2015 42ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 11026

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

IMANI Z. TOBIAS
2015 42ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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.

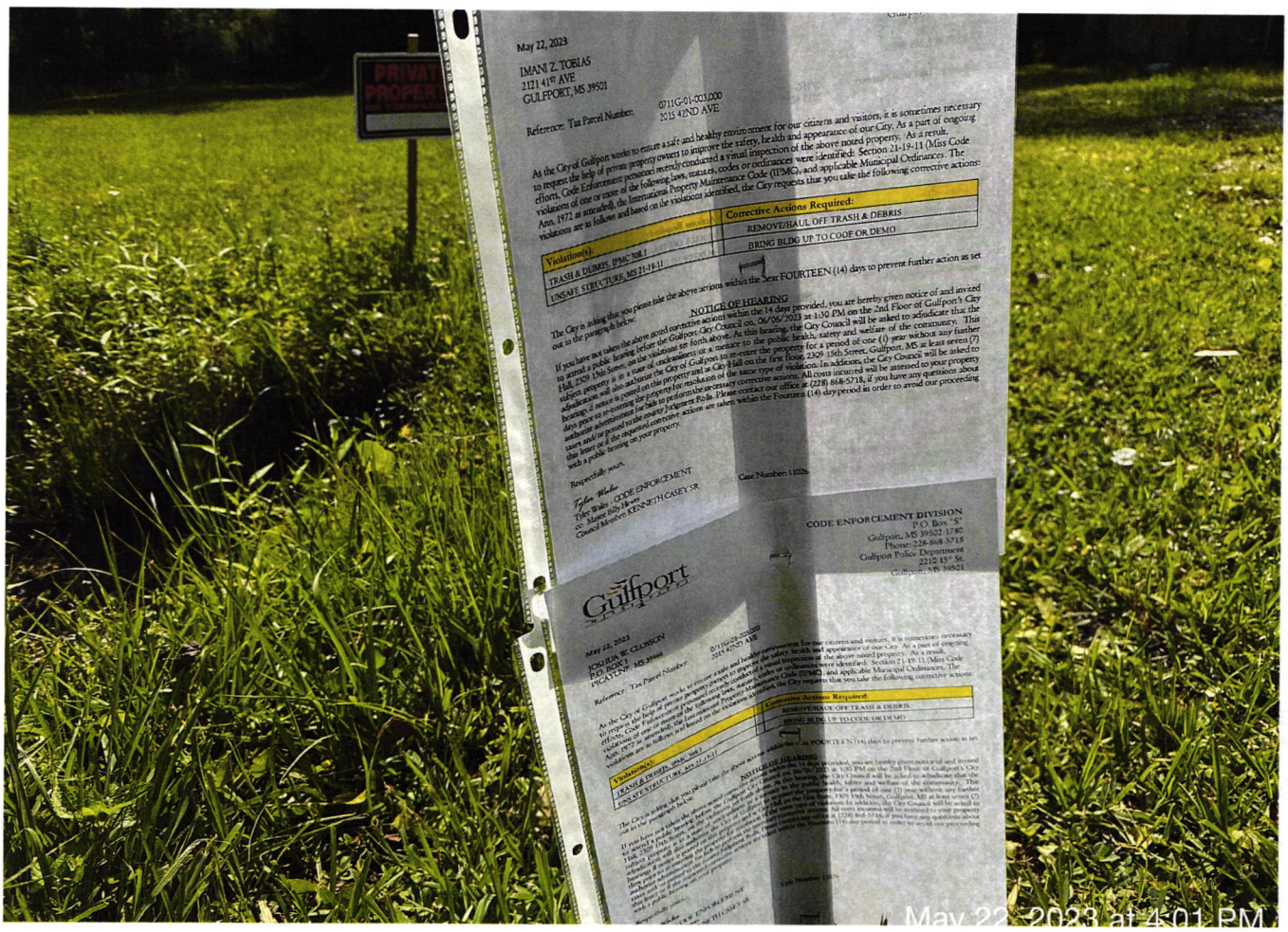
Respectfully yours,

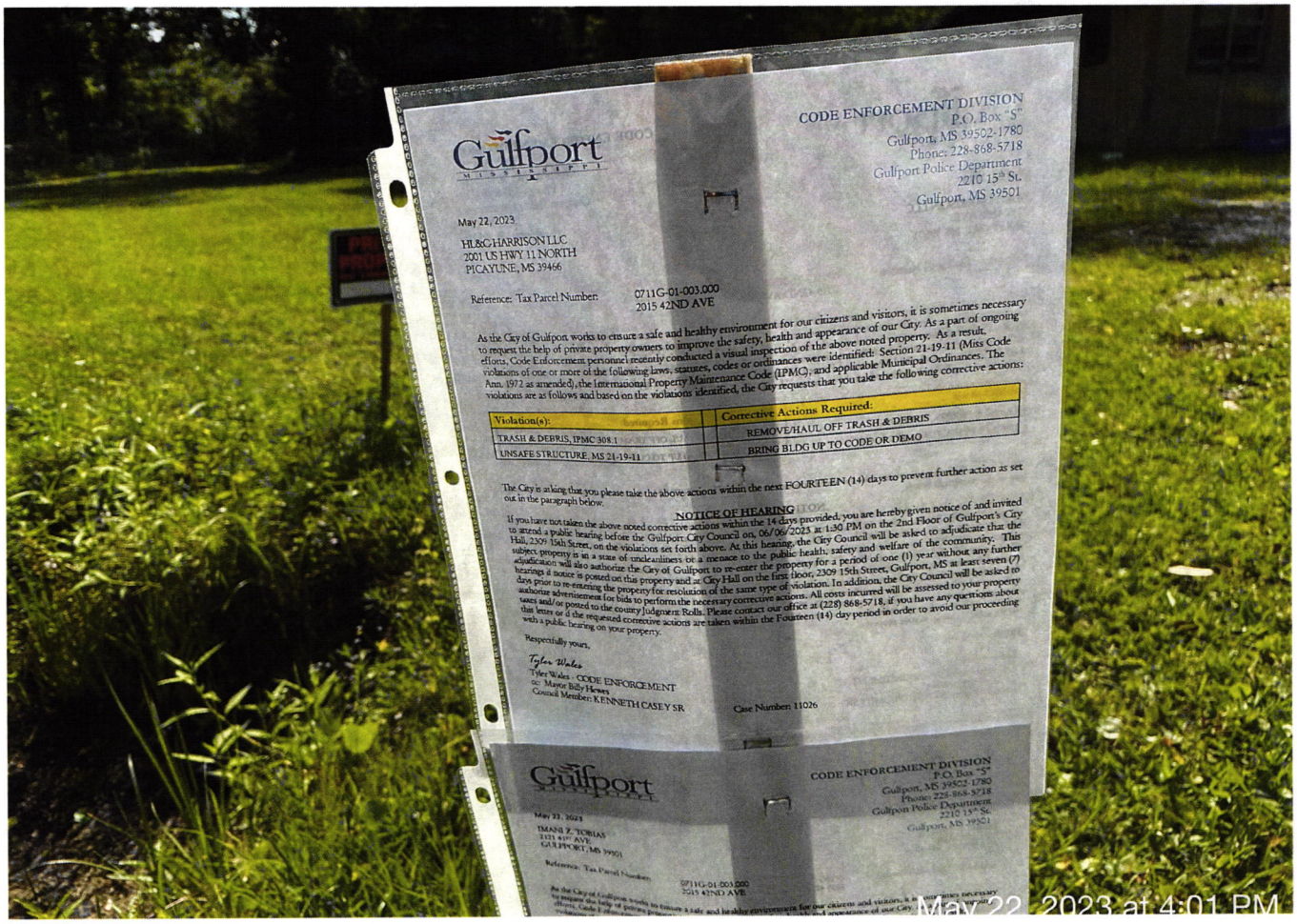
Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 11026

May 22, 2023 at 4:01 PM


May 22, 2023
IMANI Z. TOBIAS
2121 41ST AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0711G-01-001.000
2015 42ND AVE
Violation(s):
TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
BRING BLDG UP TO CODE OR DEMO
NOTICE OF HEARING
Respectfully yours,
Case Number: 11026
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2212 15th St.
Gulfport, MS 39501
Gulfport
May 22, 2023
JOSUE W. CLOSSON
P.O. BOX 1
PICAYUNE, MS 39466
Reference: Tax Parcel Number: 0711G-01-001.000
2015 42ND AVE
Violation(s):
TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
BRING BLDG UP TO CODE OR DEMO
NOTICE OF HEARING
May 22, 2023 at 4:01 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 22, 2023
HL&G HARRISON LLC
2001 US HWY 11 NORTH
PICAYUNE, MS 39466
Reference: Tax Parcel Number: 0711G-01-003.000
2015 42ND AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11
BRING BLDG UP TO CODE OR DEMO
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, 06/06/2023 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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR
Case Number: 11026
May 22, 2023 at 4:01 PM

May 22, 2023 at 4:01 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

GRAMAJO DORVAL & RAQUEL
17911 PINEWOOD GREEN
HOUSTON, TX 77084

Reference: Tax Parcel Number: 0711H-05-080.000
1704 42ND AVE

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11028

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

GRAMAJO DORVAL & RAQUEL
1704 42ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-05-080.000
1704 42ND AVE

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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

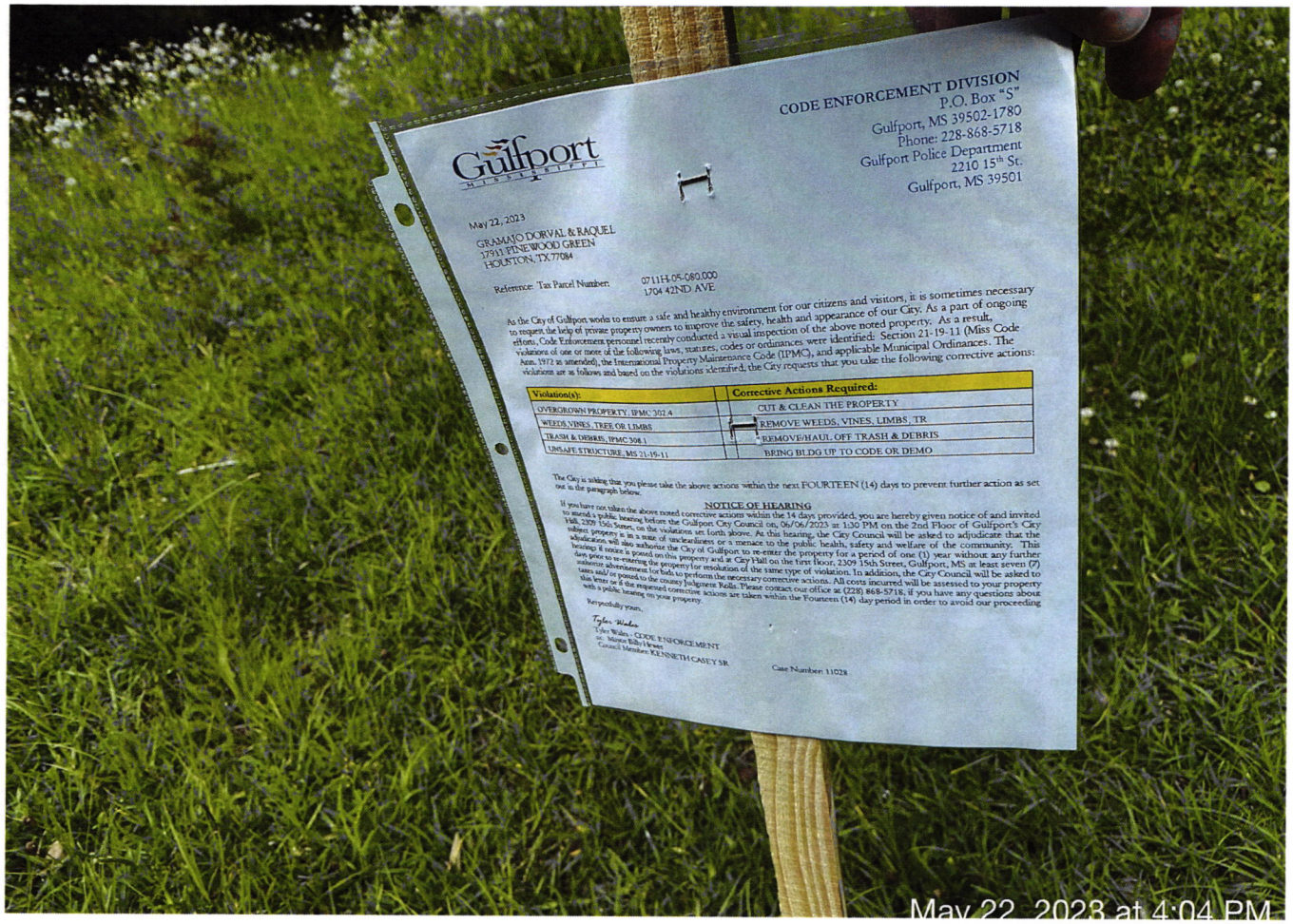
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 11028


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 22, 2023
GRAMAJO DORVAL & RAQUEL
17911 PINEWOOD GREEN
HOUSTON, TX 77084
Reference: Tax Parcel Number: 0711H-05-080.000
1704 42ND AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES , TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11
BRING BLDG UP TO CODE OR DEMO
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, 06/06/2023 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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR.
Case Number: 11028
May 22, 2023 at 4:04 PM

May 22, 2023 at 4:04 PM

May 22, 2023 at 4:05 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

LYNNE PROPERTIES LLC
1225 IBERVILLE DR
OCEAN SPRINGS, MS 39564

Reference: Tax Parcel Number: 0711K-01-055.000
1438 GENEVIEVE DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11341

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

LYNNE PROPERTIES LLC
1438 GENEVIEVE DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-01-055.000
1438 GENEVIEVE DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11341

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
May 19, 2023
LYNNE PROPERTIES LLC
1225 IBERVILLE DR
OCEAN SPRINGS, MS 39564
Reference: Tax Parcel Number: 0711K-01-055.000
1438 GENEVIEVE DR
Violation(s):
Corrective Actions Required
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
NOTICE OF HEARING
Respectfully yours,
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR
Case Number: 11241
May 19, 2023 at 3:49 PM

May 19, 2023 at 3:49 PM

May 19, 2023 at 2:50 PM

1436
May 19, 2023 at 2:50 PM

May 19, 2023 at 2:51 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

FARMER'S LEASING LLC
1815 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-01-056.000
1440 GENEVIEVE DR

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
BROKEN WINDOWS IPMC 301.13		REPAIR/REPLACE BROKEN WINDOW

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11342

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

FARMER'S LEASING LLC
1440 GENEVIEVE DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-01-056.000
1440 GENEVIEVE DR

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
BROKEN WINDOWS IPMC 301.13		REPAIR/REPLACE BROKEN WINDOW

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11342

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
FARMERS LEASING LLC
1815 14TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0711K-01-056.000
1440 GENEVIEVE DR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a result, 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
INOPERABLE VEHICLE, IPMC 302.8
REMOVE/HAUL OFF LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3
REMOVE OR REPAIR & LEGALLY TAG
BROKEN WINDOWS IPMC 301.13
BOARD UP AND SECURE OPENINGS
REPAIR/REPLACE BROKEN WINDOW
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, 06/06/2023 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 presented 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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes,
Council Member: KENNETH CASEY SR
Case Number: 11242
May 19, 2023 at 3:48 PM

May 19, 2023 at 3:48 PM

CHEVROLET
May 19, 2023 at 2:51 PM

May 19, 2023 at 2:51 PM

May 19, 2023 at 2:51 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 18, 2023

DAVIS DWAYNE ALEX
6054 S TIBET ST
AURORA, CO 80015

Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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: RON ROLAND Case Number: 10686

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 18, 2023

DAVIS DWAYNE ALEX
1302 POPLAR AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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: RON ROLAND Case Number: 10686

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 18, 2023

TEAGUE DAMIEN ETAL
1302 POPLAR AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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.

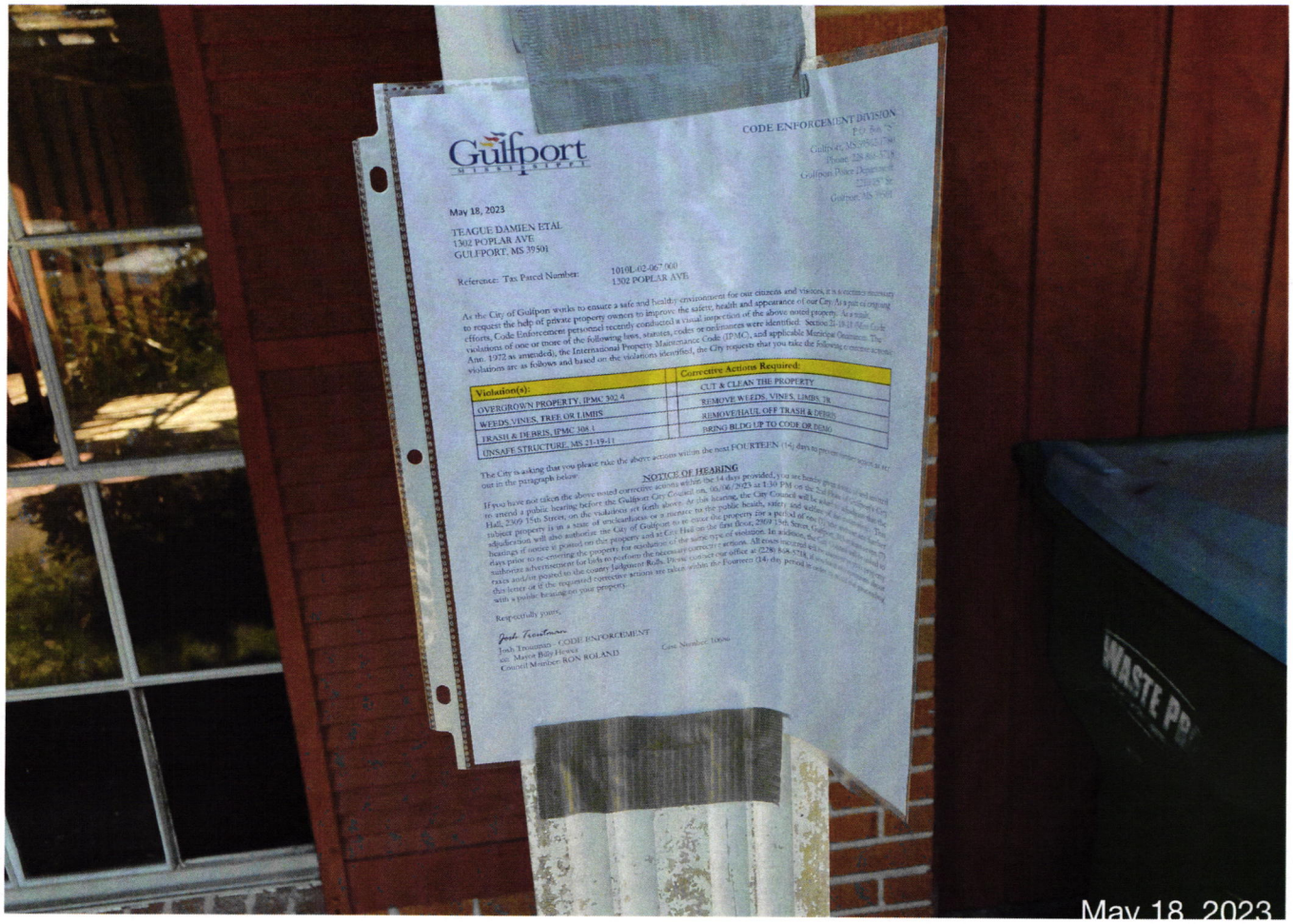
NOTICE OF HEARING

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, 06/06/2023 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.

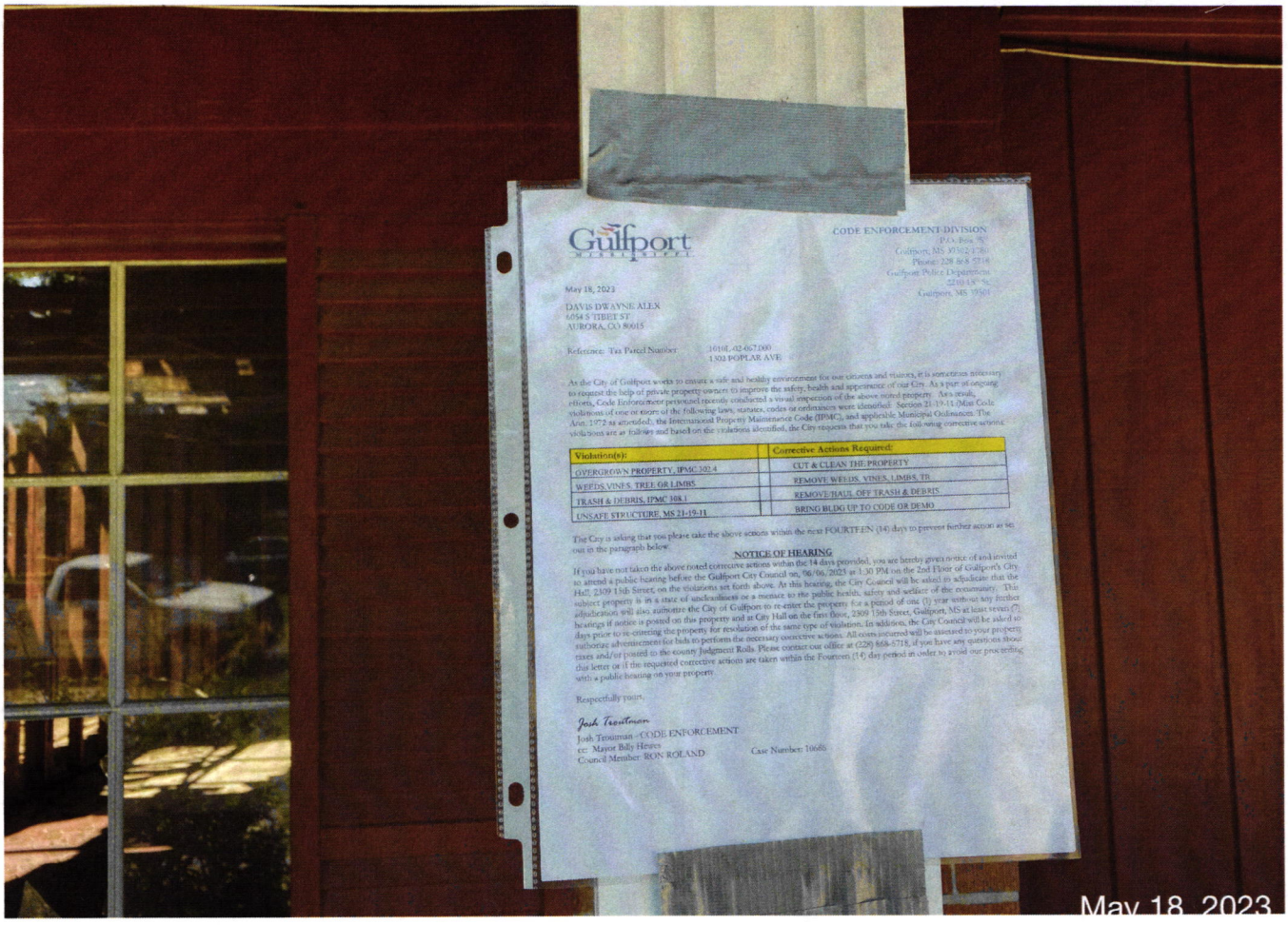
Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 10686


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
May 18, 2023
TEAGUE DAMIEN ETAL
1302 POPLAR AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 1010L-02-067.000
1302 POPLAR AVE
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
UNSAFE STRUCTURE, MS 21-19-11
BRING BLDG UP TO CODE OR DEMO
NOTICE OF HEARING
Respectfully yours,
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND
Case Number: 10686
May 18, 2023

1302
May 18, 2023


Gulfport
CODE ENFORCEMENT DIVISION
May 18, 2023
DAVIS DWAYNE ALEX
6954 S TIBET ST
AURORA, CO 80015
Reference: Tax Parcel Number 1616L-02-067.000
1303 POPLAR AVE
As the City of Gulfport seeks 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
UNSAFE STRUCTURE, MS 21-19-11
BRING BLDG UP TO CODE OR DEMO
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, 06/06/2023 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 RON ROLAND
Case Number: 10688
May 18, 2023

May 18, 2023

May 18, 2023

May 18, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

TRAIN JASON
720 RUTH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711N-02-058.000
720 RUTH AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11080

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

TRAIN JASON
111 CENTRAL AVE
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0711N-02-058.000
720 RUTH AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11080

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

TRAIN JASON
111 CENTRAL AVE
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0711N-02-058.000
720 RUTH AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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 violations. In addition, the City Council will be asked to authorize advertisements for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county lien/owner's role. 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,

Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11086

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 12, 2023

EDWARDS ALFRED
1230 37TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-01-063.000
1230 37TH AVE

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

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

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, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11090

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

EDWARDS ALFRED
263 Eisenhower Apt 39
Biloxi, MS 39531

Reference: Tax Parcel Number: 0711I-01-063.000
1230 37TH AVE

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

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

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

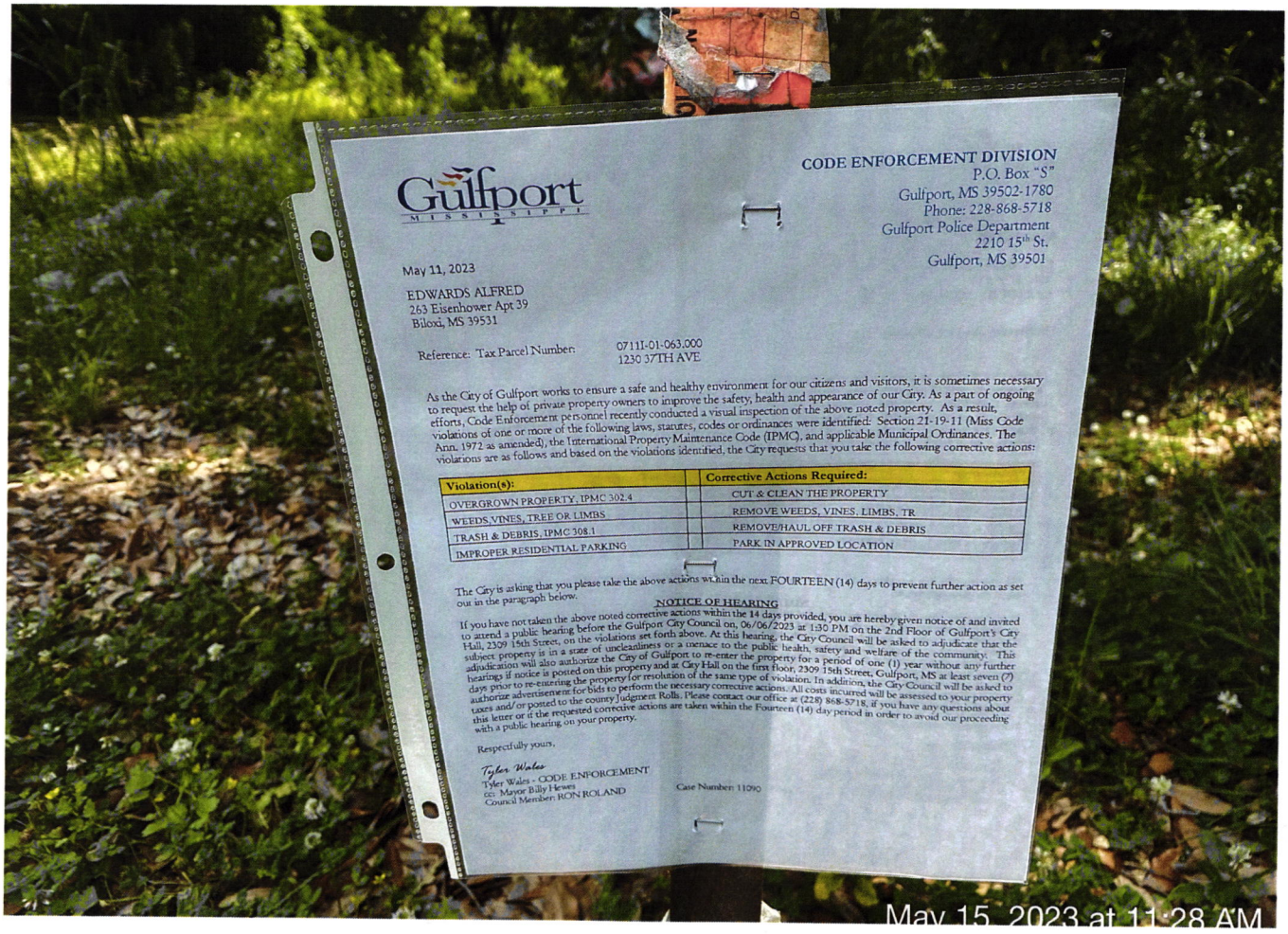
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11090

May 15, 2023 at 11:28 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 11, 2023
EDWARDS ALFRED
263 Eisenhower Apt 39
Biloxi, MS 39531
Reference: Tax Parcel Number: 0711I-01-063.000
1230 37TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
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, 06/06/2023 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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND
Case Number: 11090
May 15, 2023 at 11:28 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 15, 2023

BARAHONA OCTAVIO JOSE
1820 CURCOR DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010N-04-011.013
1820 CURCOR DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11175

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
May 15, 2023
BARAHONA OCTAVIO JOSE
1820 CURCOR DR
GULFPORT, MS 39507
Reference: Tax Parcel Number: 1010N-04-011.013
1820 CURCOR DR
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, ET
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
NOTICE OF HEARING
Case Number: 11375
May 15, 2023 at 10:41 AM

May 15, 2023 at 10:41 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 23, 2023

WESTON SANDRA
7223 CAMINO LAS RAMLAS
CAMARILLO, CA 93012

Reference: Tax Parcel Number: 0910P-01-012.000
429 TEGARDEN 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:
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO *WEST-MOST BUILDING (UNITS 7-8-9)*

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, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11220

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 23, 2023

WESTON SANDRA
429 TEGARDEN RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910P-01-012.000
429 TEGARDEN 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:
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO *WEST-MOST BUILDING (UNITS 7-8-9)*

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

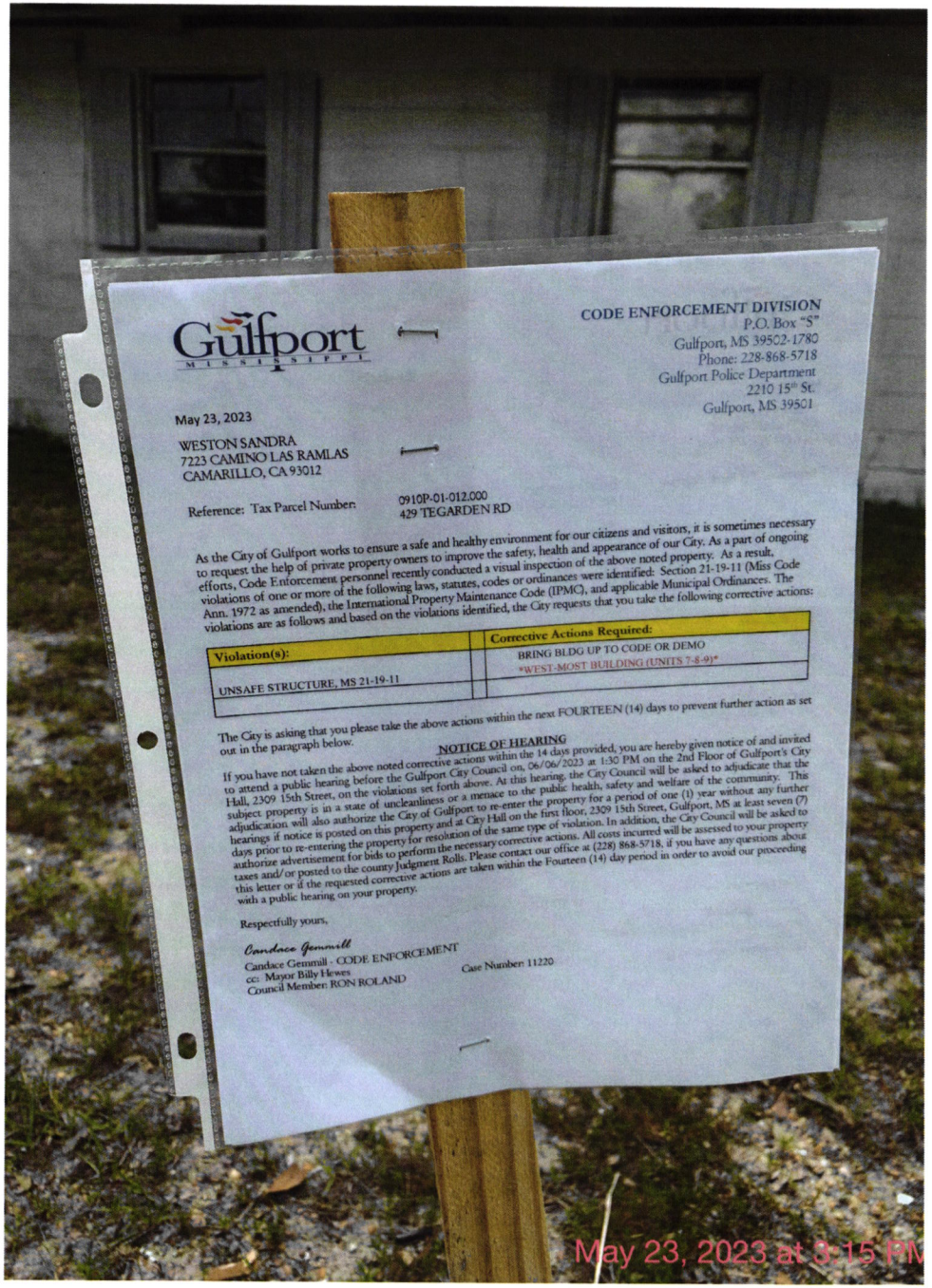
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11220

May 23, 2023 at 3:15 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 23, 2023
WESTON SANDRA
7223 CAMINO LAS RAMLAS
CAMARILLO, CA 93012
Reference: Tax Parcel Number: 0910P-01-012.000
429 TEGARDEN 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):
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
BRING BLDG UP TO CODE OR DEMO
WEST-MOST BUILDING (UNITS 7-8-9)
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, 06/06/2023 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,
Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND
Case Number 11220
May 23, 2023 at 3:15 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

LUU THOAMINH SERA TRUSTEE
2445 GLEN FOX CT
SAN JOSE, CA 95148

Reference: Tax Parcel Number: 0811L-04-061.000
3318 WEST RAILROAD ST

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11340

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

LUU THOAMINH SERA TRUSTEE
3318 WEST RAILROAD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-061.000
3318 WEST RAILROAD ST

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

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

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

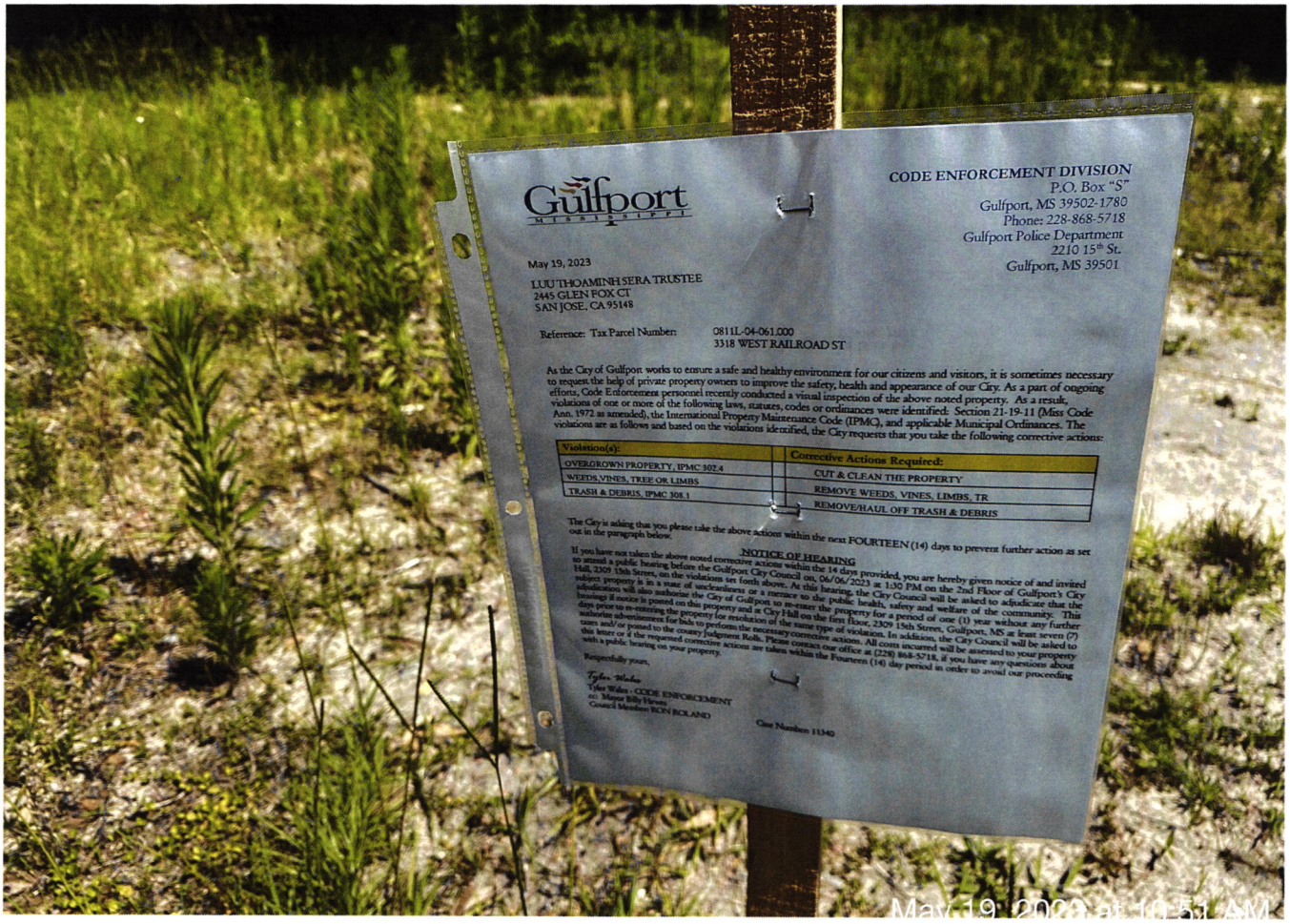
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11340


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
LUU THOAMINH SERA TRUSTEE
2445 GLEN FOX CT
SAN JOSE, CA 95148
Reference: Tax Parcel Number: 0811L-04-061.000
3318 WEST RAILROAD ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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 Roll. 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,
Tyler Wales
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND
Case Number 11340
May 19, 2023 at 10:51 AM

May 19, 2023 at 10:51 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

ARBOR SITES, LLC
4910 NORTH MONROE ST
CLUBHOUSE OFFICE
TALLAHASSEE, FL 32303

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11345

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

ARBOR SITES, LLC
2000 BEACH DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11345

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1782
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

ARBOR SITES, LLC
4910 NORTH MONROE ST
CLUBHOUSE OFFICE
TALLAHASSEE, FL 32303

Reference: Tax Parcel Number: 1010P-03-038.000
2000 BEACH DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11345

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

ARBOR SITES LLC
4910 NORTH MONROE ST
TALLAHASSEE, FL 32302

Reference: Tax Parcel Number: 1010I-01-078.000
BEACH DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 11346

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

0 NO ACCESS
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010I-01-078.000
BEACH DR

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

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

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

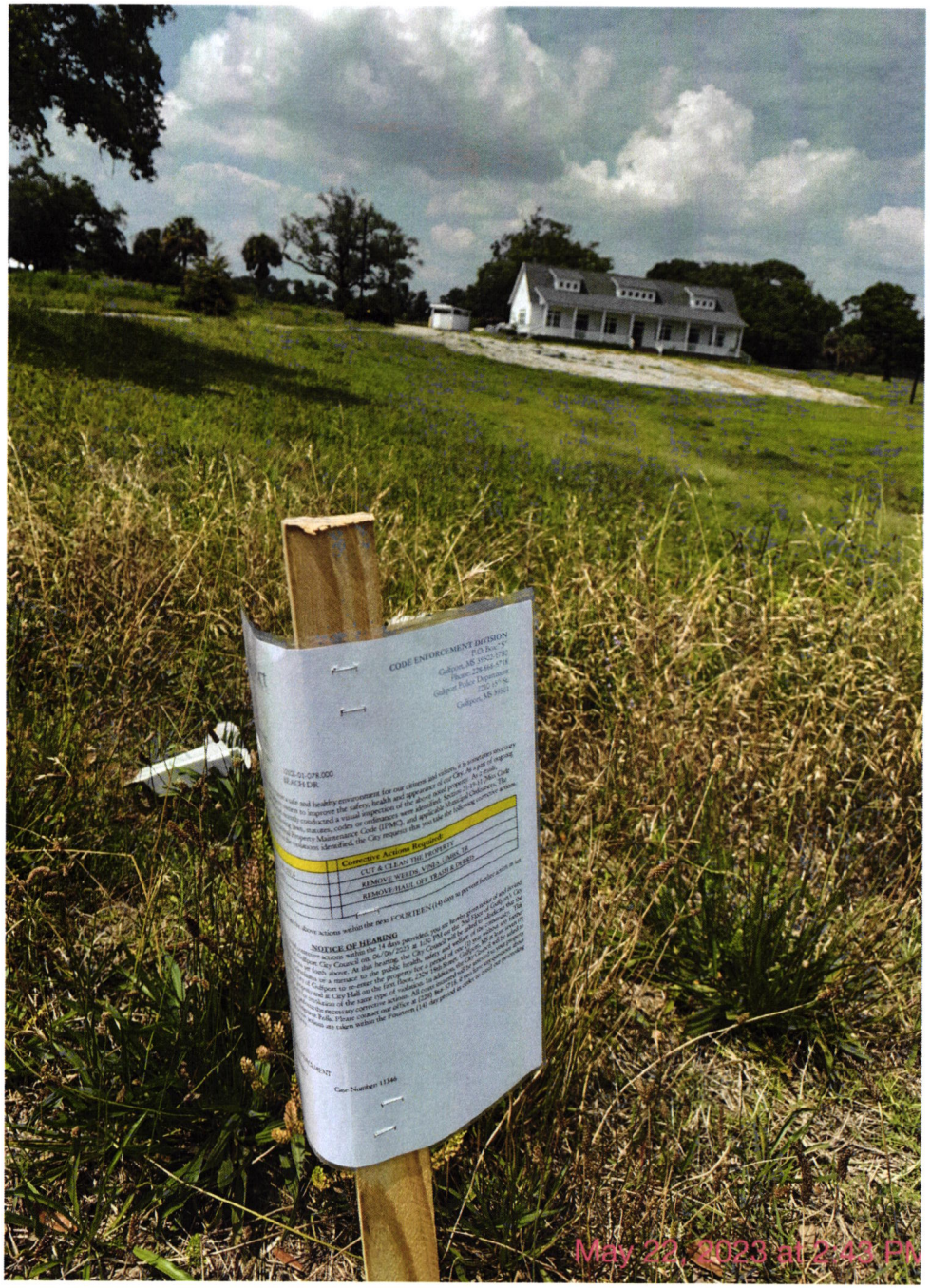
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11346


CODE ENFORCEMENT DIVISION
Corrective Actions Required:
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
NOTICE OF HEARING
Case Number: 11346
May 22, 2023 at 2:43 PM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 22, 2023
ARBOR SITES LLC
4910 NORTH MONROE ST
TALLAHASSEE, FL 32302
Reference: Tax Parcel Number: 1010I-01-078.000
BEACH DR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN(14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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. The 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 the property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions on 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,
Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND
Case Number: 11346
May 22, 2023 at 2:43 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

4910 NORTH MONROE ST
C/O WILLIAM G THAMES JR
TALLAHASSEE, FL 32303

Reference: Tax Parcel Number: 1010I-01-079.000
223 DEBUYS 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

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, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11347

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

0 PALMER DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010I-01-079.000
223 DEBUYS 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

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, 06/06/2023 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11347

May 22, 2023 at 2:52 PM

May 22, 2023 at 2:52 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 12, 2023

BOTROS MAGDY
8295 ALABAMA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-060.000
8295 ALABAMA AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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.

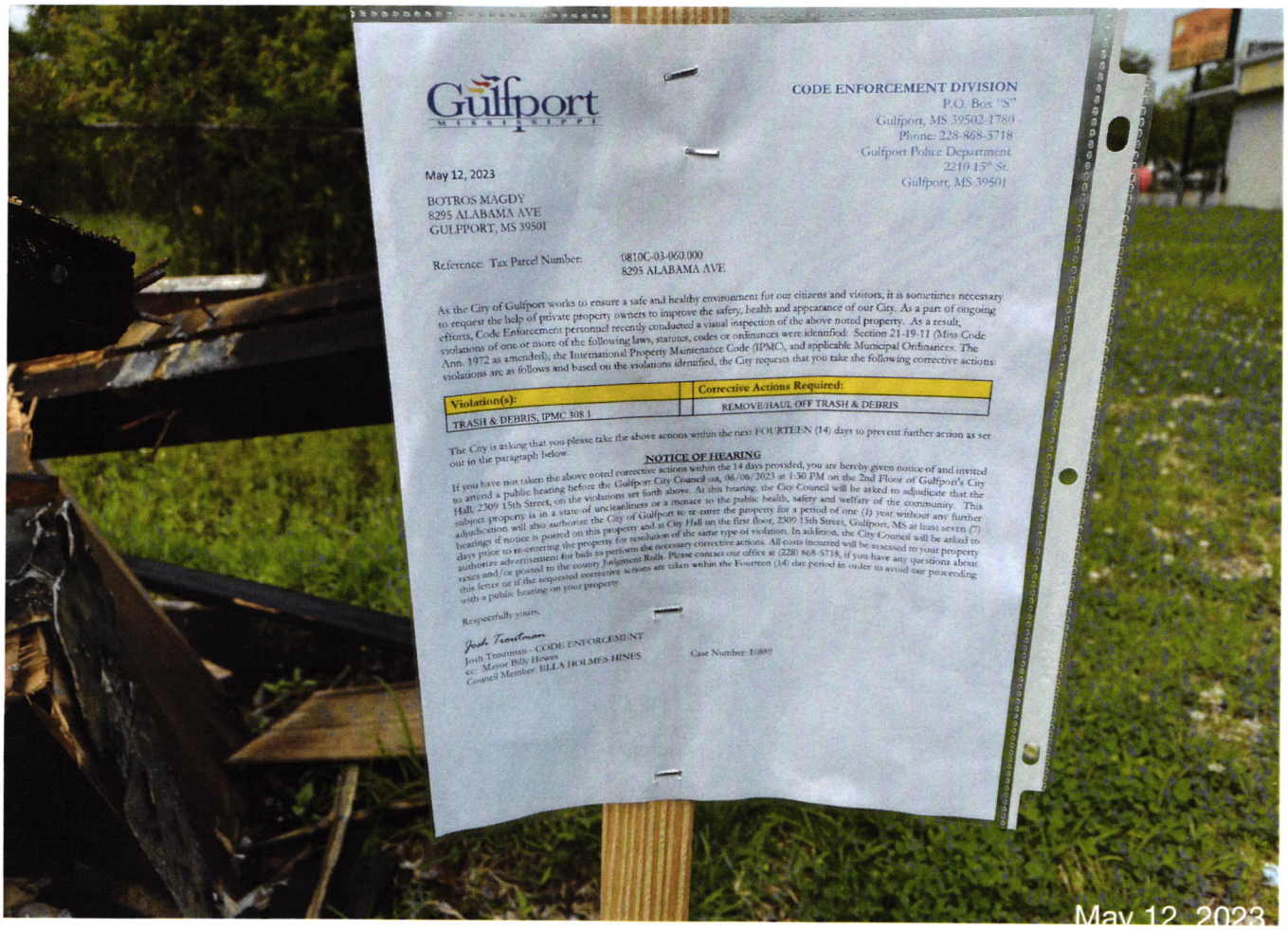
Respectfully yours,

Josh Troutman

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

Case Number: 10889

May 12, 2023


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 12, 2023
BOTROS MAGDY
8295 ALABAMA AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810C-03-060.000
8295 ALABAMA AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s): TRASH & DEBRIS, IPMC 308.1
Corrective Actions Required: REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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 - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES HINES
Case Number: 10889
May 12, 2023

May 12, 2023

AVAILABLE
228-224-1022
May 12, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

EVANS NANCY
8225 ARKANSAS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-04-035.000
8225 ARKANSAS AVE

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

Violation(s):		Corrective Actions Required:
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

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

Case Number: 11006

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

EVANS NANCY
4619 ARKANSAS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-04-035.000
8225 ARKANSAS AVE

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

Violation(s):		Corrective Actions Required:
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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, 06/06/2023 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,

Tyler Wales

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

Case Number: 11006

PRIVATE PROPERTY
May 22, 2023 at 3:49 PM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 22, 2023
EVANS NANCY
4619 ARKANSAS AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810F-04-035.000
8225 ARKANSAS AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required:
BRING BLDG UP TO CODE OR DEMO
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: 06/06/2023 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 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,
Tyler Wales, CODE ENFORCEMENT
Case Numbers 11006
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
May 22, 2023 at 3:49 PM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

MARTIN FANNIE L
P O BOX 984
PERRIS, CA 92572

Reference: Tax Parcel Number: 0810F-03-113.000
15190 MADISON ST

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES

Case Number: 11187

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

MARTIN FANNIE L
15190 MADISON ST.
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-03-113.000
15190 MADISON ST

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

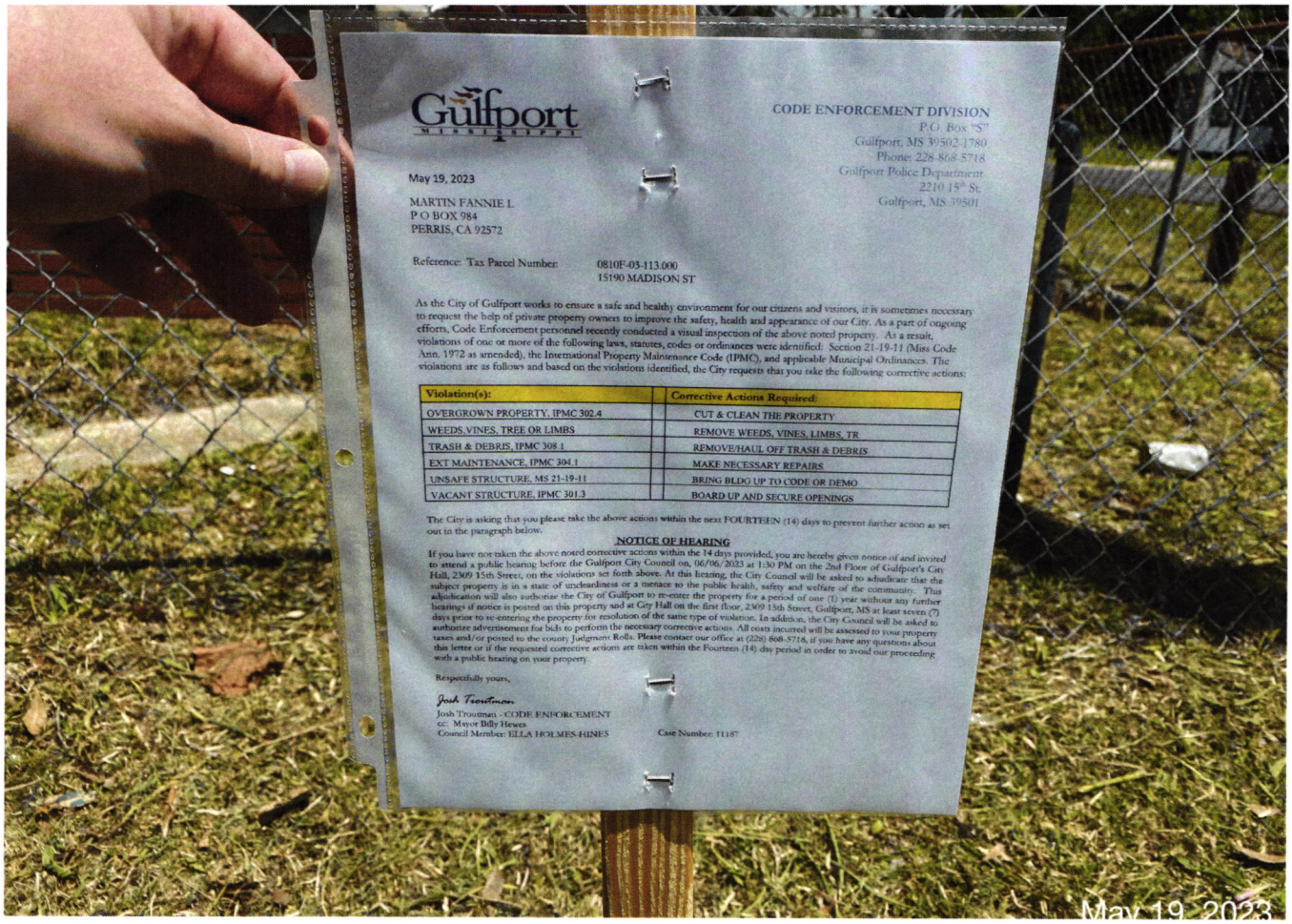
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: ELLA HOLMES-HINES

Case Number: 11187


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
MARTIN FANNIE L
P O BOX 984
PERRIS, CA 92572
Reference: Tax Parcel Number: 0810F-03-113.000
15190 MADISON ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11
BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
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, 06/06/2023 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: ELLA HOLMES-HINES
Case Number: 11187
May 19, 2023

May 19, 2023

May 19, 2023

May 19, 2023

May 19, 2023

May 19, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

THOMAS JACK DELL
2622 15TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-01-021.000
2622 15TH AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS

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.

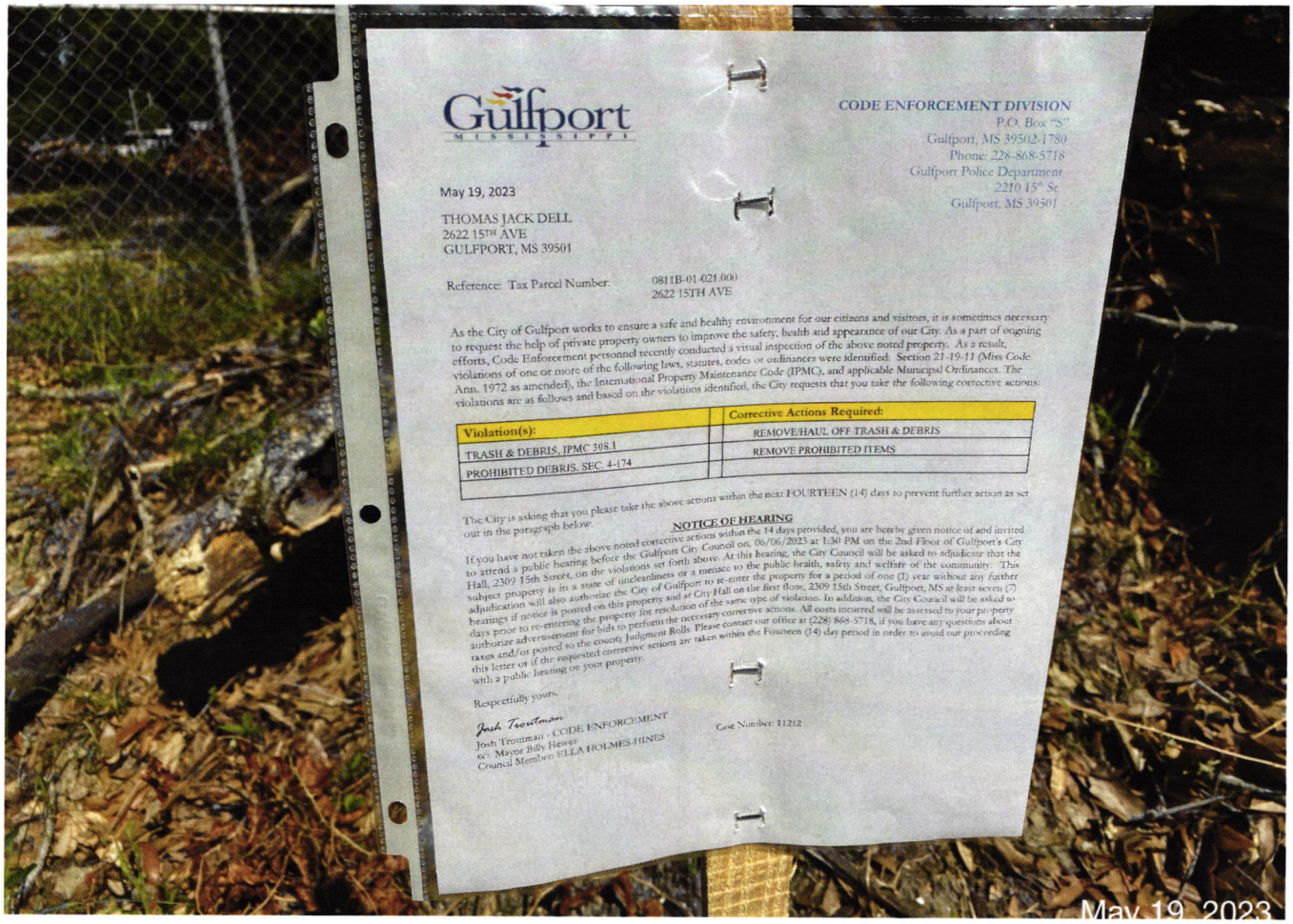
NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES Case Number: 11212


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St
Gulfport, MS 39501
May 19, 2023
THOMAS JACK DELL
2622 15TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0811B-01-021.000
2622 15TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174
REMOVE PROHIBITED ITEMS
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 paragraphs 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, 06/06/2023 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, Gultport, 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 - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member ELLA HOLMES-HINES
Case Number: 11212
May 19, 2023

May 19, 2023

May 19, 2023

May 19, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

LUU TOAN BAO
2914 GLEN ALDEN COURT
SAN JOSE, CA 95148

Reference: Tax Parcel Number: 0810N-01-046.000
2004 32ND ST

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES

Case Number: 11279

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

LUU TOAN BAO
2004 32ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-01-046.000
2004 32ND ST

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

Violation(s):		Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES Case Number: 11279

May 19, 2023

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
LUU TOAN BAO
2914 GLEN ALDEN COURT
SAN JOSE, CA 95148
Reference: Tax Parcel Number: 0810N-01-046.000
2004 32ND ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified. Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
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, 06/06/2023 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 nuisance to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 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: ELLA HOLMES-HINES
Case Number: 11279
May 19, 2023

May 19 2023

May 19 2023

May 19, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

PILGRIM JR
1729 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-126.000
1729 22ND ST

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

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

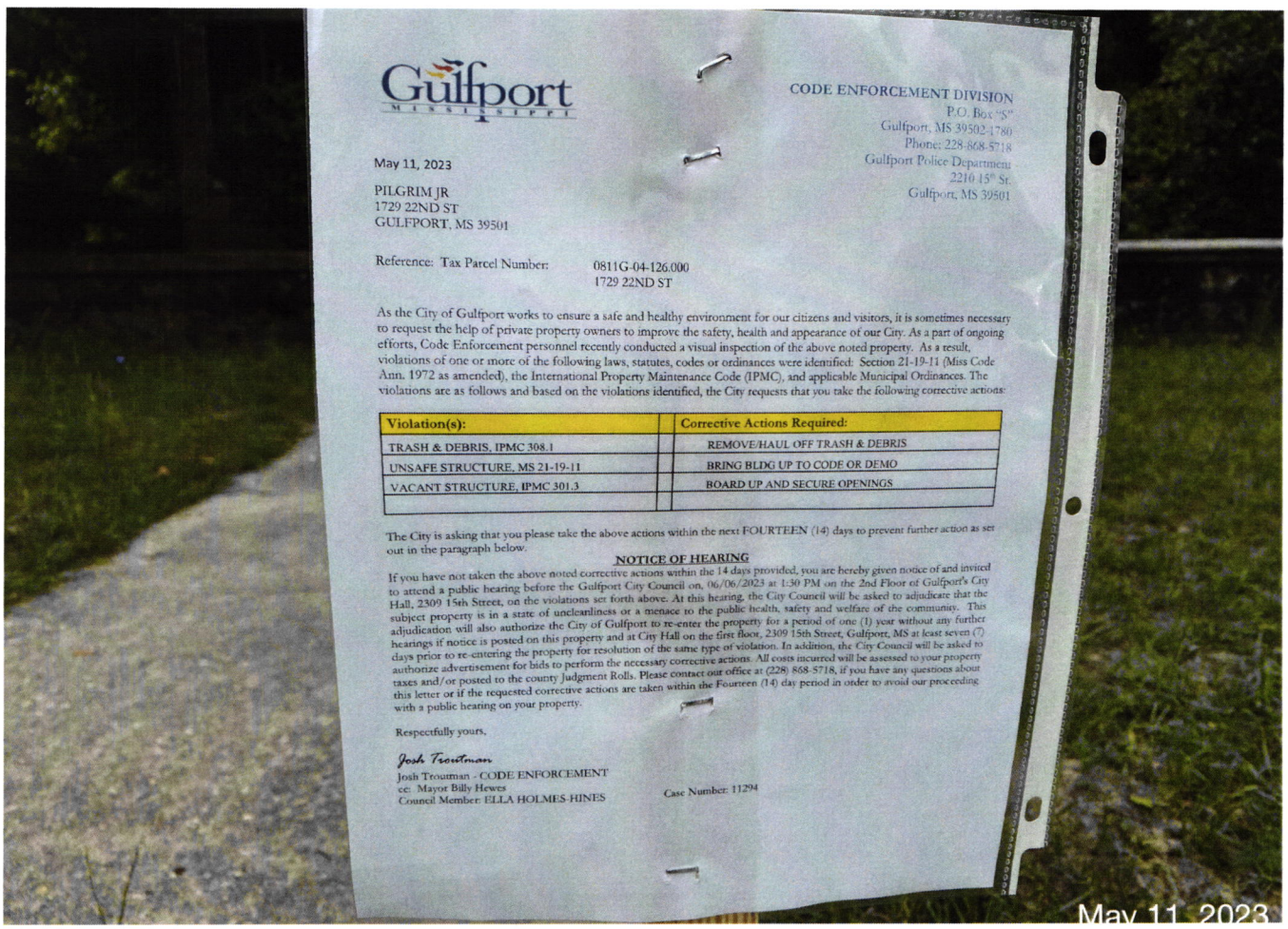
NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES Case Number: 11294



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

PILGRIM JR
1729 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-126.000
1729 22ND ST

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

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES

Case Number: 11294

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

May 10, 2023

1729
May 10, 2023

May 10, 2023

May 11, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

WILLIAMS JAMES
2010 22ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-050.000
1814 17TH AVE

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

Violation(s):		Corrective Actions Required:
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS

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, 06/06/2023 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: ELLA HOLMES-HINES

Case Number: 11344

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 22, 2023

WILLIAMS JAMES
1814 17TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-050.000
1814 17TH AVE

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

Violation(s):		Corrective Actions Required:
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS

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.

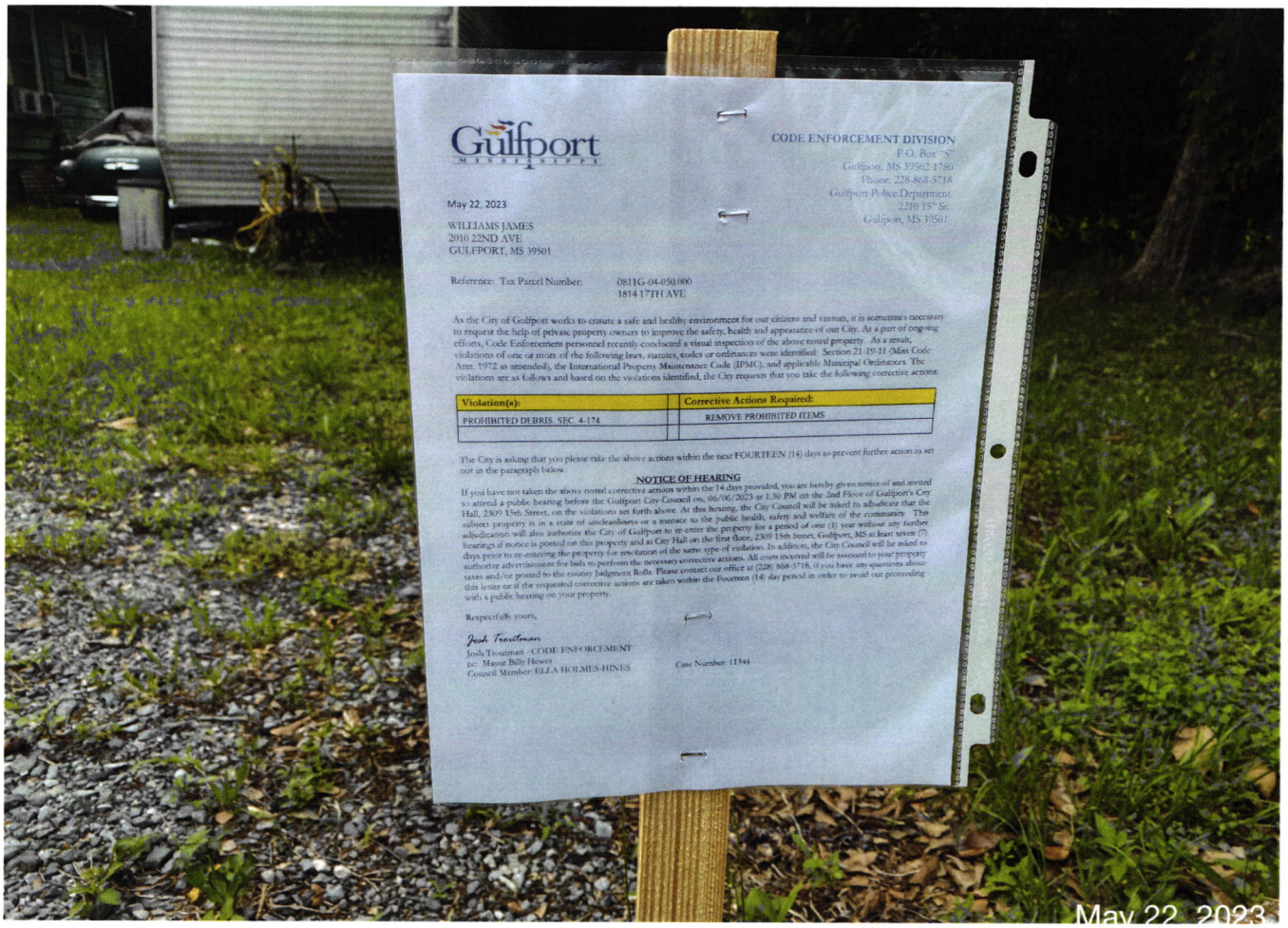
NOTICE OF HEARING

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, 06/06/2023 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: ELLA HOLMES-HINES Case Number: 11344



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St
Gulfport, MS 39501

May 22, 2023

WILLIAMS JAMES
2010 22ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-04-050.000
1814 17TH AVE

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

Violation(s):	Corrective Actions Required:
PROHIBITED DEBRIS, SEC. 4-174	REMOVE PROHIBITED ITEMS

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, 06/06/2023 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 violation 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: ELLA HOLMES-HINES

Case Number: 11344

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 16, 2023

PRIME CAPITAL INVESTMENTS LLC
7421 PLACID LAKE DR APT 207
MASON, OH 45040

Reference: Tax Parcel Number: 0910K-02-008.000
330 PASS 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
SIGN MAINTENANCE, SEC 9-107		REPAIR OR REMOVE SIGN
ABANDONED SIGN, SEC 9-108		REMOVE ABANDONED SIGN
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE STRUCTURE

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, 06/06/2023 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: 11117

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 16, 2023

PRIME CAPITAL INVESTMENTS LLC
330 PASS RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910K-02-008.000
330 PASS 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
SIGN MAINTENANCE, SEC 9-107		REPAIR OR REMOVE SIGN
ABANDONED SIGN, SEC 9-108		REMOVE ABANDONED SIGN
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE STRUCTURE

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

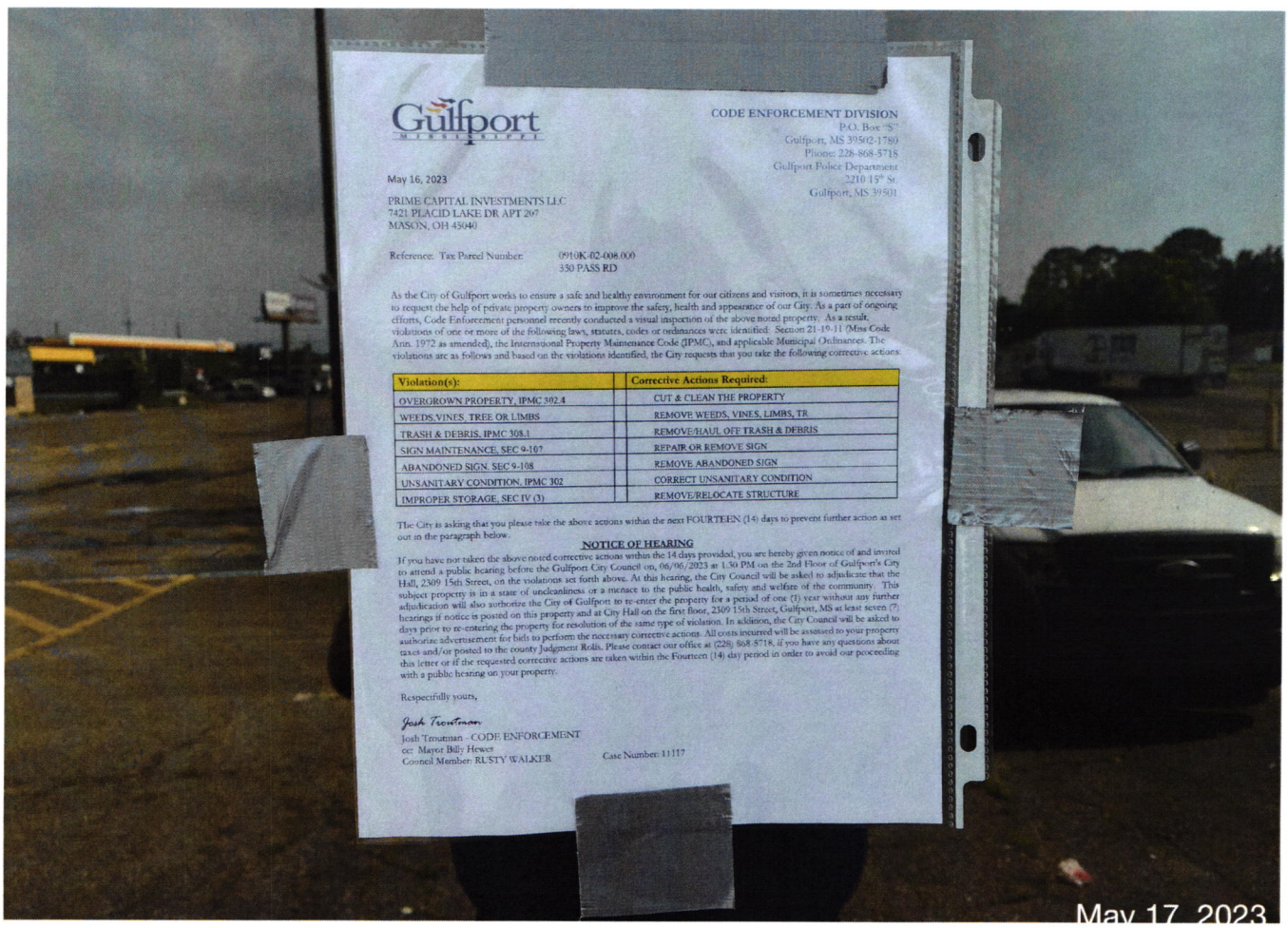
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11117

May 17, 2023


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 16, 2023
PRIME CAPITAL INVESTMENTS LLC
7421 PLACID LAKE DR APT 207
MASON, OH 45040
Reference: Tax Parcel Number: 0910K-02-006.000
330 PASS 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
SIGN MAINTENANCE, SEC 9-107
REPAIR OR REMOVE SIGN
ABANDONED SIGN, SEC 9-108
REMOVE ABANDONED SIGN
UNSANITARY CONDITION, IPMC 302
CORRECT UNSANITARY CONDITION
IMPROPER STORAGE, SEC IV (3)
REMOVE/RELOCATE STRUCTURE
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, 06/06/2023 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 Trentman
Josh Trentman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER
Case Number: 11117
May 17, 2023

There Is Evidence
for GOD!
May 17, 2023

May 17, 2023

May 17, 2023

May 17, 2023

May 17, 2023

May 17, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 16, 2023

PRIME CAPTIAL INVESTMENTS LLC
7421 PLACID LAKE DR APT 207
MASON, OH 45040

Reference: Tax Parcel Number: 0910N-07-003.000
388 PASS 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

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, 06/06/2023 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: 11118

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 16, 2023

PRIME CAPTIAL INVESTMENTS LLC
0 PASS RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910N-07-003.000
388 PASS 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

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.

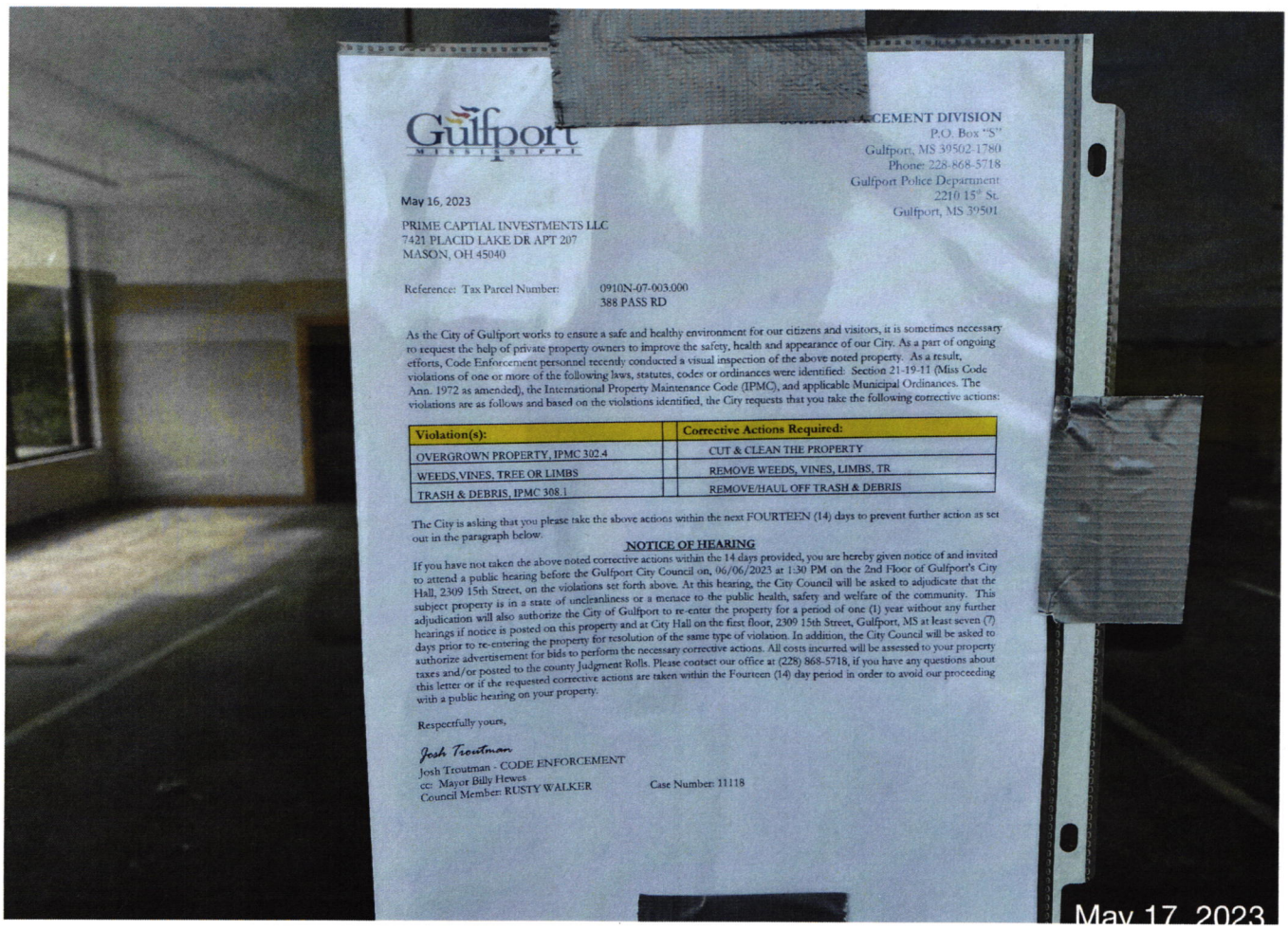
NOTICE OF HEARING

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, 06/06/2023 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: 11118



Gulfport
MISSISSIPPI

CEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 16, 2023

PRIME CAPTIAL INVESTMENTS LLC
7421 PLACID LAKE DR APT 207
MASON, OH 45040

Reference: Tax Parcel Number: 0910N-07-003.000
388 PASS 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

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, 06/06/2023 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: 11118

May 17, 2023

COASTAL
LAB SERVICES
386
May 17, 2023

STOP
May 17, 2023

May 17, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 23, 2023

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:
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO *UNIT #30, #60, #66, #102

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

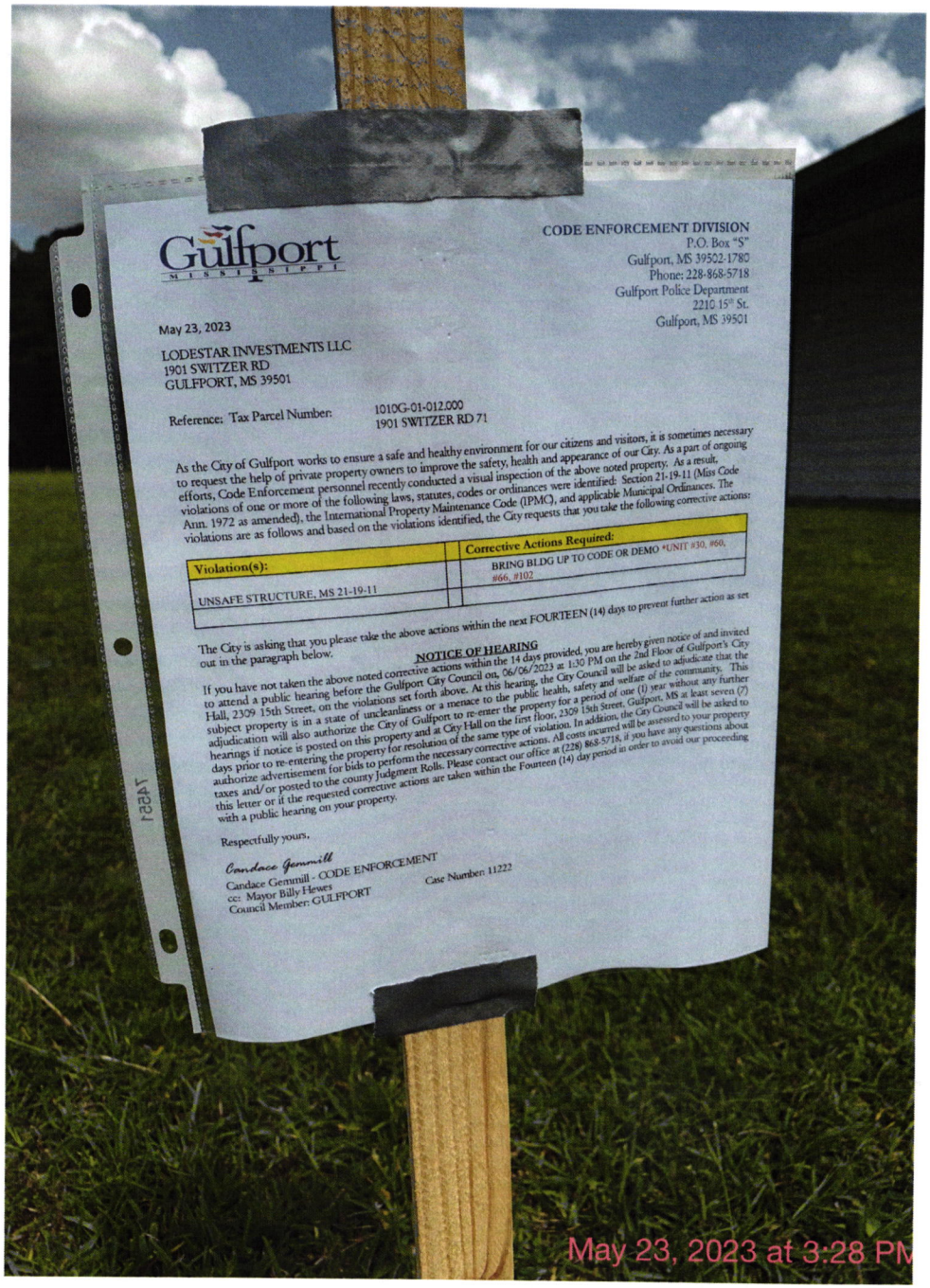
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: GULFPORT Case Number: 11222

May 23, 2023 at 3:28 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 23, 2023
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): UNSAFE STRUCTURE, MS 21-19-11
Corrective Actions Required: BRING BLDG UP TO CODE OR DEMO *UNIT #30, #60, #66, #102
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, 06/06/2023 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,
Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: GULFPORT
Case Number: 11222

May 1, 2023

May 1, 2023

66
May 1, 2023

May 1, 2023

May 1, 2023

May 1, 2023

May 1, 2023

30
May 1, 2023

May 1, 2023

May 1, 2023

May 1, 2023

102
May 1, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

CASEY JOHN JACOB
1013 SHIRLEY DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808I-03-098.000
1013 SHIRLEY DR

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

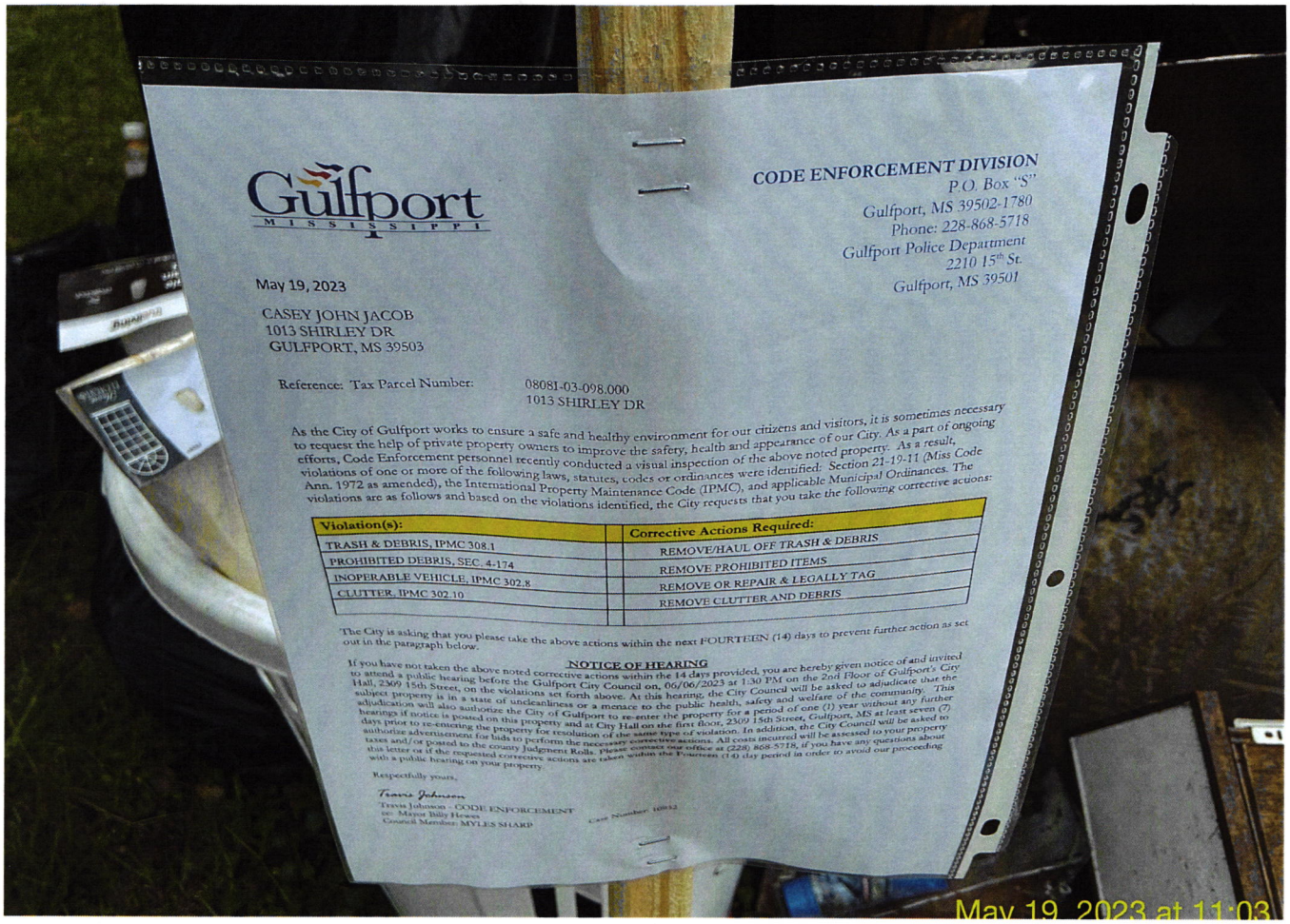
NOTICE OF HEARING

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, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 10932


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
CASEY JOHN JACOB
1013 SHIRLEY DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0808I-03-098.000
1013 SHIRLEY DR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174
REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
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, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Travis Johnson
Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP
Case Number: 10932
May 19, 2023 at 11:03

May 1, 2023

May 1, 2023

May 1, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

COOPER DONALD R & BARBARA ANN
105 BEESON ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808K-01-009.000
105 BEESON ST

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11075

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

COOPER DONALD R & BARBARA ANN
105 BEESON ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808K-01-009.000
105 BEESON ST

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson
Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member MYLES SHAW

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

JAMES TAMMY LYNN
104 BEESON ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808K-01-005.000
104 BEESON ST

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

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

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

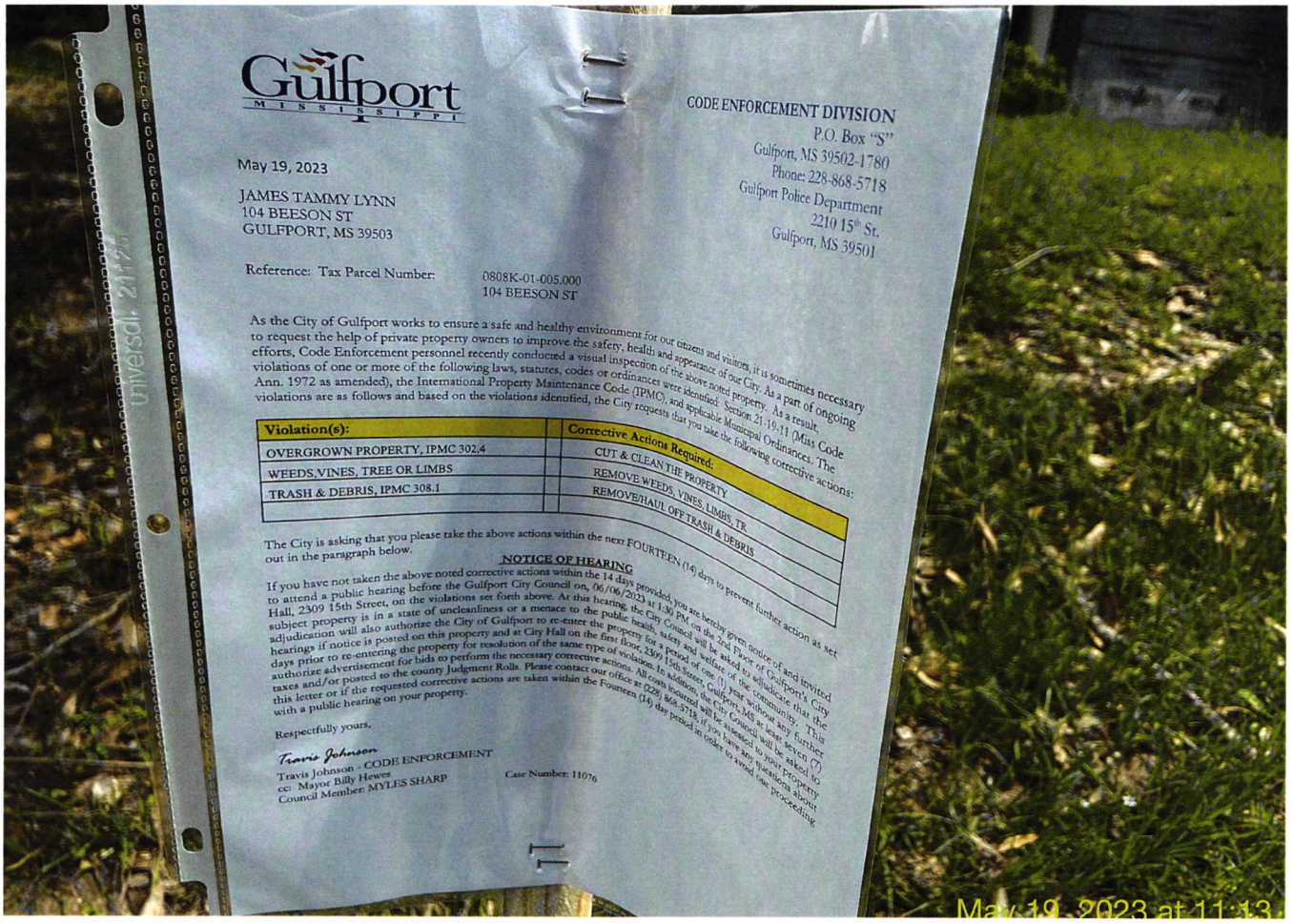
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11076



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

JAMES TAMMY LYNN
104 BEESON ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808K-01-005.000
104 BEESON ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19.11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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 said proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson - CODE ENFORCEMENT

Travis Johnson
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 11076

May 19, 2023 at 11:13

May 19, 2023 at 11:13

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

THORSTENSON GARY
107 S KERN DRIVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808J-03-034.000
107 SOUTH KERNS DR

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

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

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

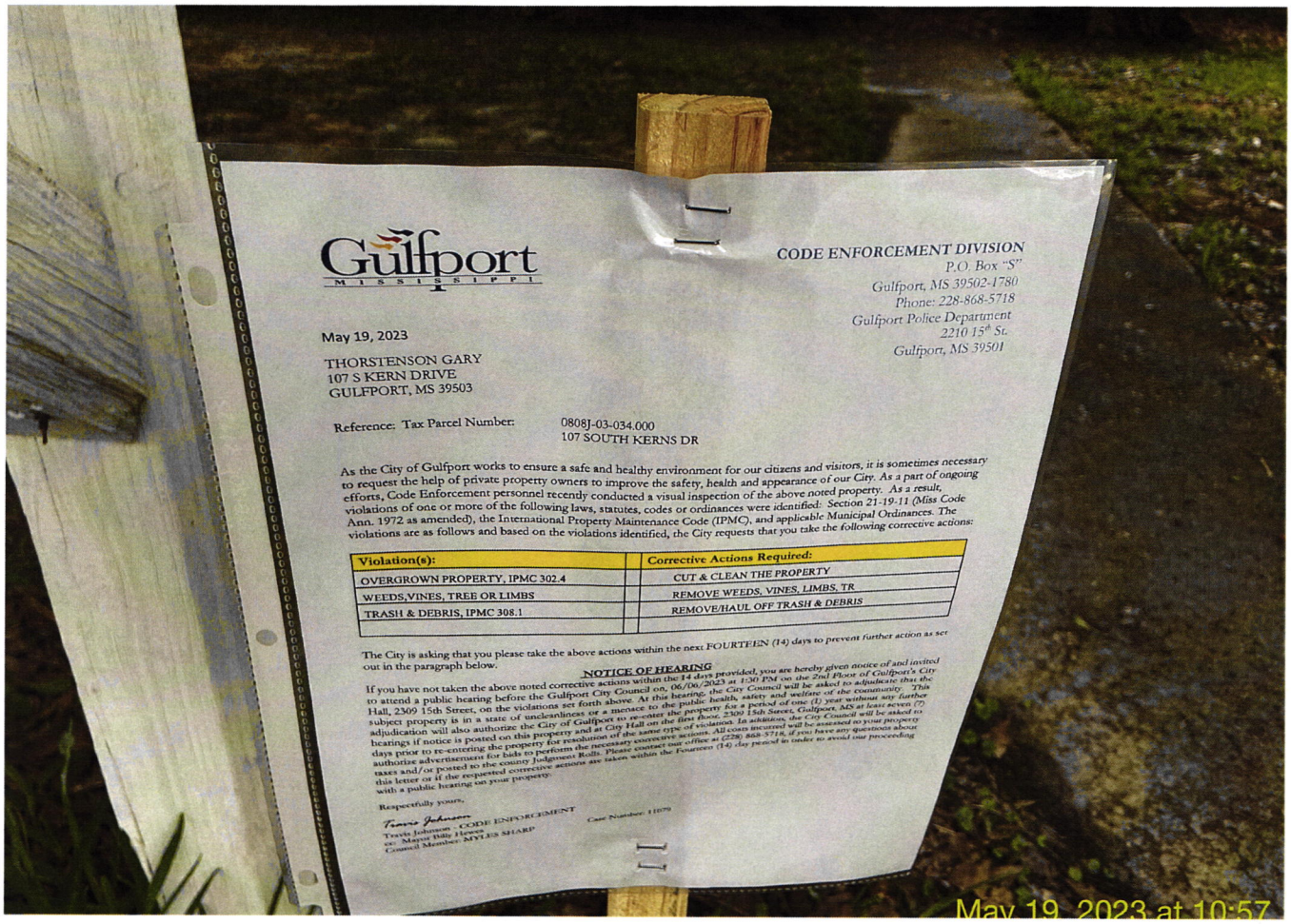
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11079



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

THORSTENSON GARY
107 S KERN DRIVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808J-03-034.000
107 SOUTH KERNS DR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 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 violations. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member- MYLES SHARP

Case Number: 11079

May 19, 2023 at 10:57

May 19, 2023 at 10:57

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

DEDEAUX PROPERTIES I LP
13407 DEDEAUX RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908M-01-014.000
DEDE DR

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: GULFPORT Case Number: 11168

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

DEDEAUX PROPERTIES I LP
DEDE DR.
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908M-01-014.000
DEDE DR

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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

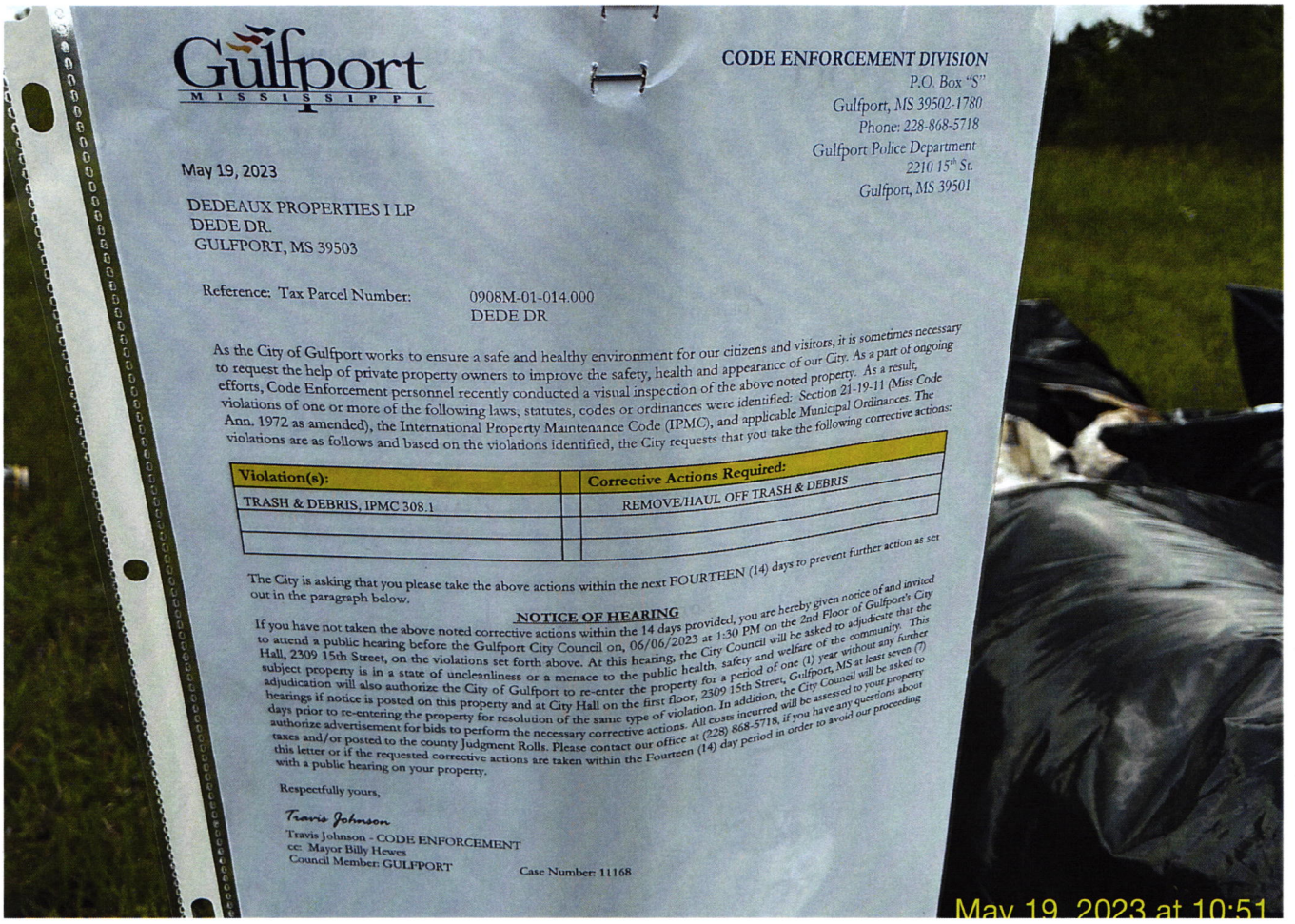
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: GULFPORT Case Number: 11168



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

DEDEAUX PROPERTIES I LP
DEDE DR.
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908M-01-014.000
DEDE DR

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

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: GULFPORT

Case Number: 11168

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

THOMAS ENOCH
113 DAVID DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-006.000
DAVID ST

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11252

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

THOMAS ENOCH
DAVID DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-006.000
DAVID ST

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

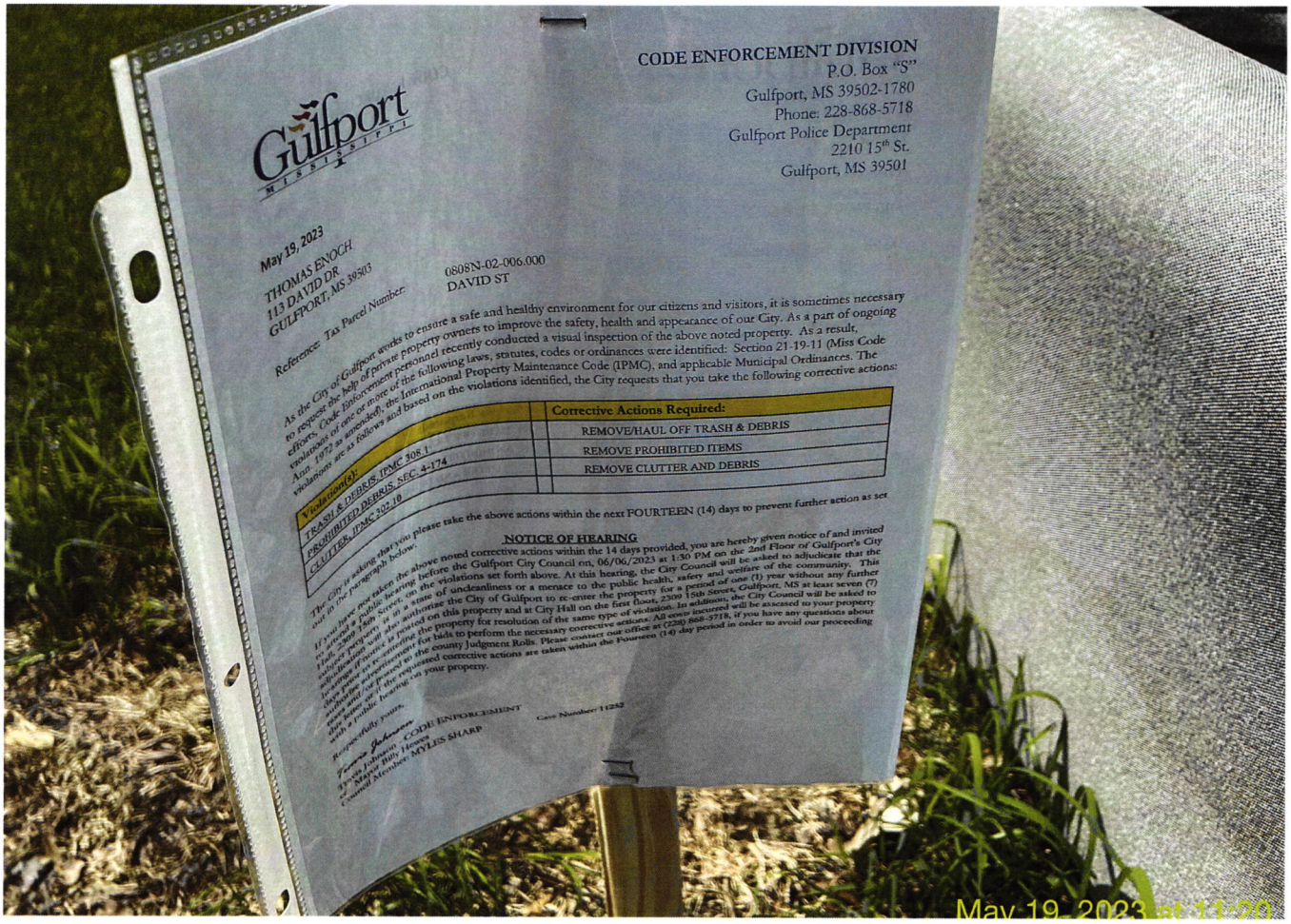
NOTICE OF HEARING

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, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11252


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
THOMAS ENOCH
113 DAVID DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0808N-02-006.000
DAVID ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
TRASH & DEBRIS, IPMC 308.1
PROHIBITED DEBRIS, SEC. 4-174
CLUTTER, IPMC 302.10
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
REMOVE PROHIBITED ITEMS
REMOVE CLUTTER AND DEBRIS
NOTICE OF HEARING
May 19, 2023 at 11:20

May 19, 2023 at 11:20

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

DEDEAUX CHRISTINE LOUSIE -TRUSTEE-
13407 DEDEAUX RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0909C-01-017.008
2498 TANDY DR

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11262

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

DEDEAUX CHRISTINE LOUSIE -TRUSTEE-
2498 TANDY DR.
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0909C-01-017.008
2498 TANDY DR

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11262

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 19, 2023
DEDEAUX CHRISTINE LOUSIE -TRUSTEE-
13407 DEDEAUX RD
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0909C-01-017.008
2498 TANDY DR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
TRASH & DEBRIS, IPMC 308.1
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.
Respectfully yours,
Travis Johnson
Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP
Case Number: 11262
May 19, 2023 at 10:44

May 19, 2023 at 10:45

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

WILLIAMS SYBLE
18832 W WORTHAM ROAD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0808D-02-021.000
12401 PLUNKETT 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 11204

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

WILLIAMS SYBLE
12401 PLUNKETT RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808D-02-021.000
12401 PLUNKETT 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI Case Number: 11204

Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 19, 2023

WILLIAMS SYBLE
18832 W WORTHAM ROAD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0808D-02-021.000
12401 PLUNKETT 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
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/06/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RICHARD KOSLOSKI

Case Number: 11204

May 22, 2023 at 11:17

May 22, 2023 at 11:15

MEMORANDUM – CITY OF GULFPORT

Date: **MAY 23, 2023**

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

From: **Police Department**
Code Enforcement Division

Subject: **Chapter 3 Notice(s) to be made part of the minutes.**

RE: **Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:**

Parcel 1: 1010K-01-041.000. Life Estate 2015-6371 Lot 10 Blk 11 Lake Forest Subd Unit #1. Property Located At 704 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Parratore Dolores M L/E Case: 11011

Parcel 2: 1008K-03-008.000. 6.2 AC(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances, Remove Or Relocate Furniture. Mark IV Realty Corporation Case: 11230

Parcel 3: 0910M-03-032.000. Lots 8 - 10 Blk 23 Myrtle Resurvey. Property Located At 2817 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Or Repair & Legally Tag, Board Up And Secure Openings, Clean And Sanitize Pool, Correct Unsanitary Condition, Remove Clutter And Debris. Linker Christina Case: 11231

Parcel 4: 0908O-02-072.000. Lot 219 Pine Hill Subd Part 2. Property Located At 2621 Samuel St. For Violation Of Cut & Clean The Property , Remove Weeds, Vines, Limbs, Tr , Remove/Haul Off Trash & Debris , Remove Or Repair & Legally Tag , Make Necessary Repairs , Repair, Maintenance Or Remove , Park In Approved Location , Remove Clutter And Debris . Forehand Janice S Case: 11296

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 18, 2023

PARRATORE DOLORES M L/E
508 HAYDEN DRIVE
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010K-01-041.000
704 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11011

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 18, 2023

PARRATORE DOLORES M L/E
704 AUGUSTINE DR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 1010K-01-041.000
704 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11011

May 18, 2023

Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
May 18, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 4, 2023

MARK IV REALTY CORPORATION
11387 GOULD RD APT #1
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: 1008K-03-008.000
11387 GOULD RD

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

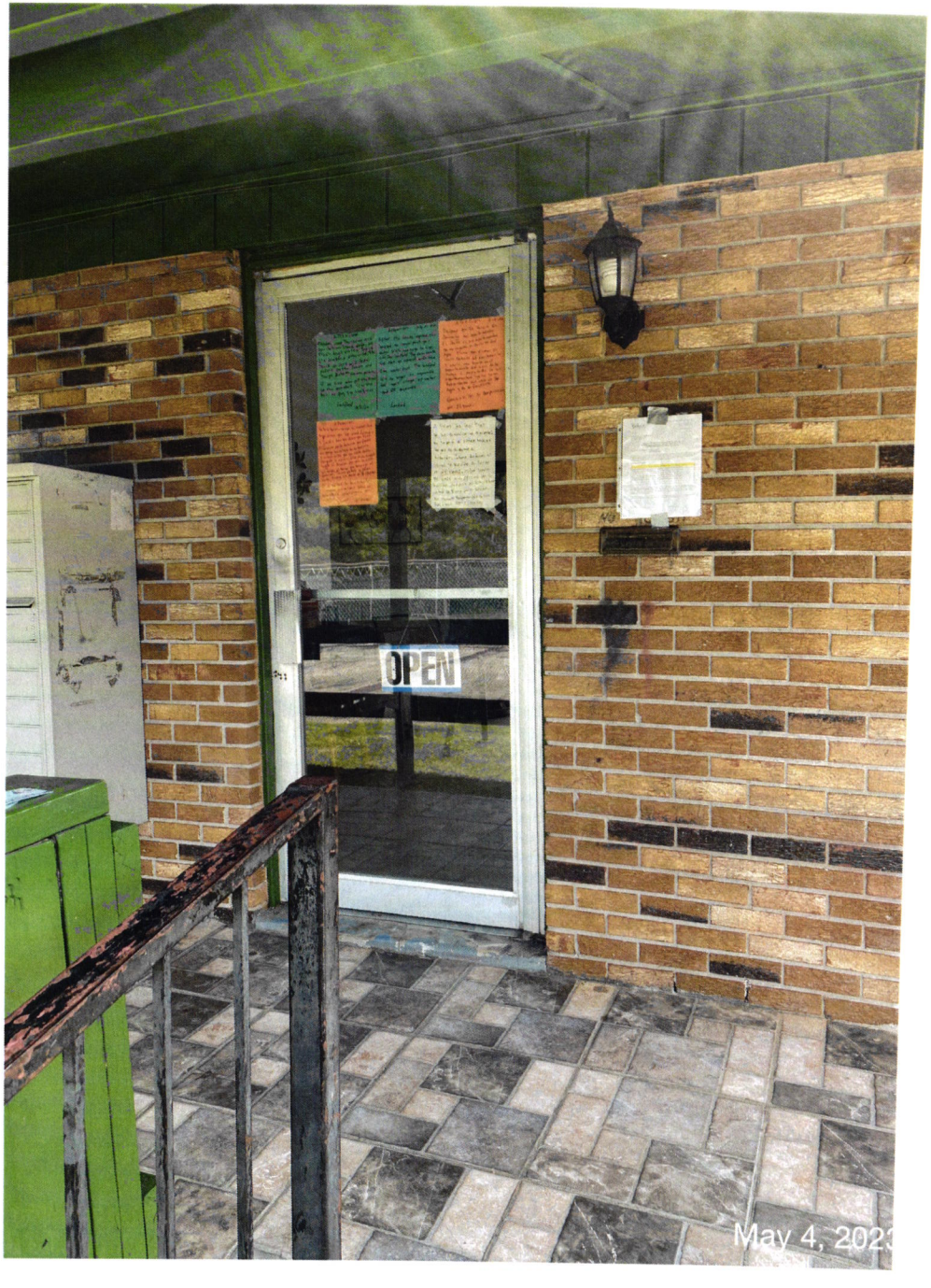
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11230

Gulfport
CODE ENFORCEMENT DIVISION
May 4, 2023
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Violation(s)
Required Corrective & Remedial Action(s):
May 4, 2023


OPEN
May 4, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 4, 2023

LINKER CHRISTINA
2415 DEMARET DR
GULFPORT, MS 39507

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910M-03-032.000
2817 5TH AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSANITARY POOL, IPMC 303.1		CLEAN AND SANITIZE POOL
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11231

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 4, 2023

LINKER CHRISTINA
2817 5TH AVE
GULFPORT, MS 39501

NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS

Reference: Tax Parcel Number: 0910M-03-032.000
2817 5TH AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
UNSANITARY POOL, IPMC 303.1		CLEAN AND SANITIZE POOL
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

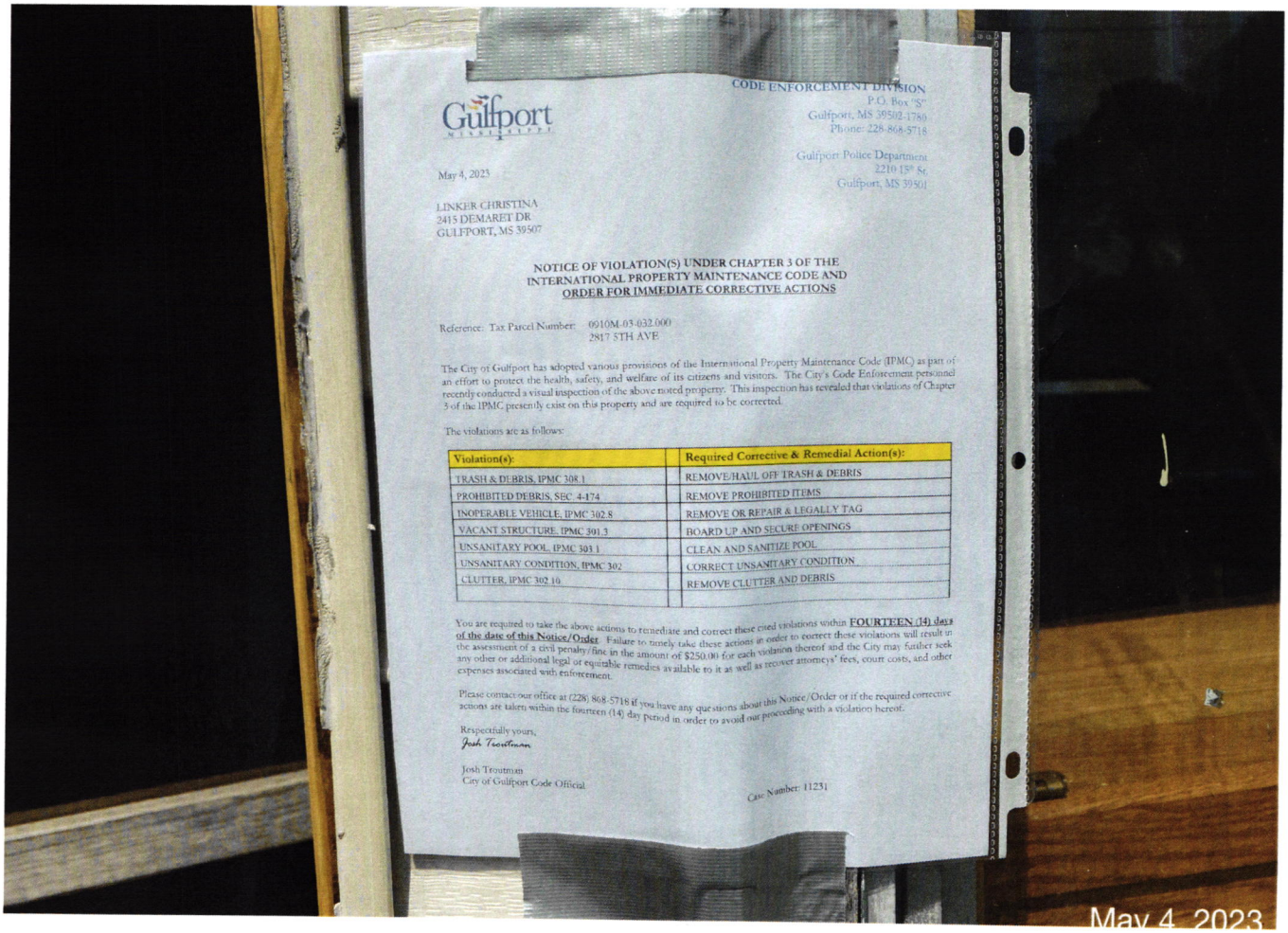
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11231

2817
May 4, 2023


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 4, 2023
LINKER CHRISTINA
2415 DEMARET DR
GULFPORT, MS 39507
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0910M-03-032.000
2817 5TH AVE
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
PROHIBITED DEBRIS, SEC. 4-174
REMOVE PROHIBITED ITEMS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
UNSANITARY POOL, IPMC 303.1
CLEAN AND SANITIZE POOL
UNSANITARY CONDITION, IPMC 302
CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number: 11231
May 4, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

May 11, 2023

FOREHAND JANICE S
2621 SAMUEL ST
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: 0908O-02-072.000
2621 SAMUEL ST

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

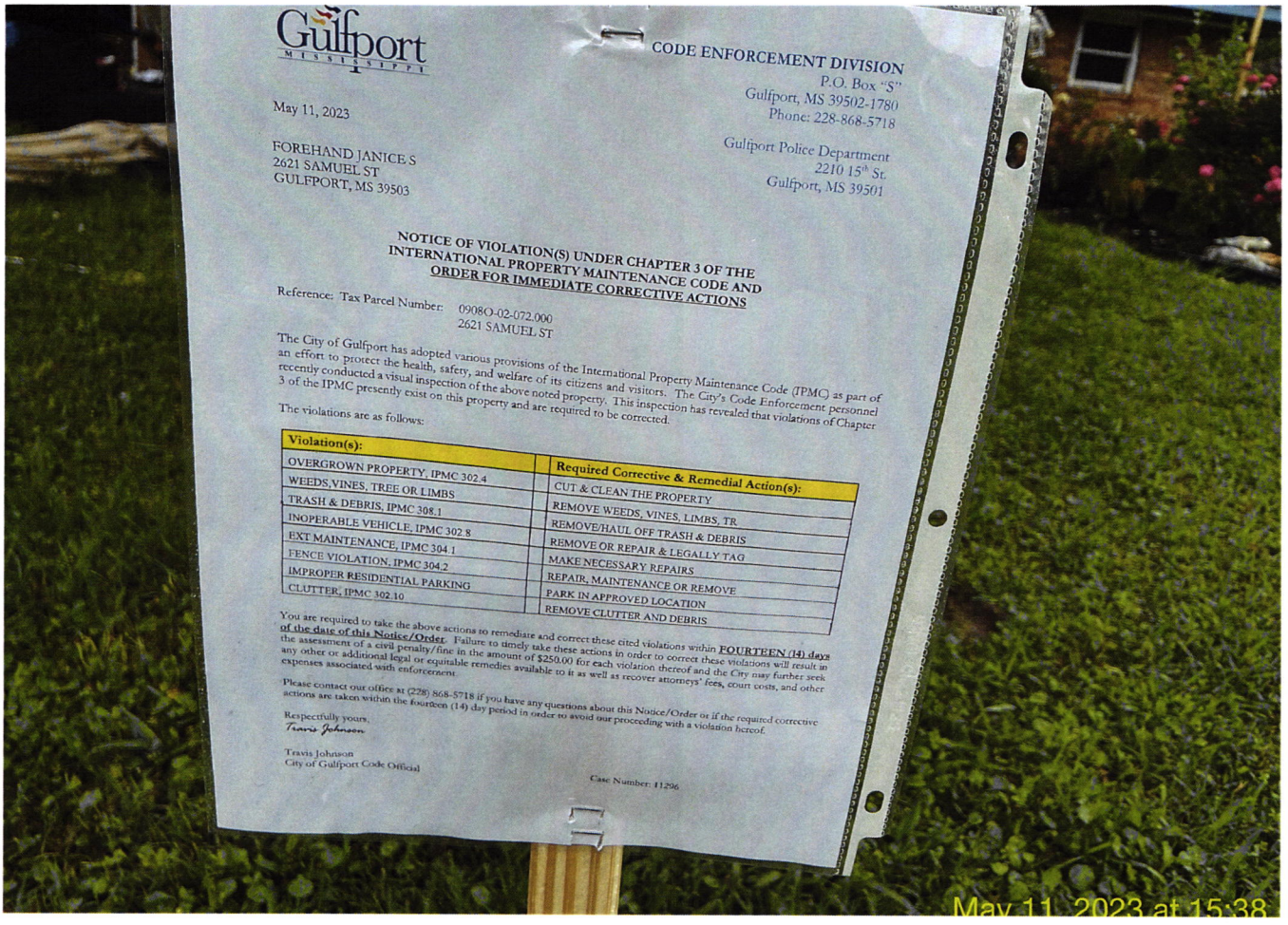
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 11296


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
May 11, 2023
FOREHAND JANICE S
2621 SAMUEL ST
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: 0908O-02-072.000
2621 SAMUEL ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s): | Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS | REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1 | MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 304.2 | REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING | PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10 | REMOVE CLUTTER AND DEBRIS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Travis Johnson
Travis Johnson
City of Gulfport Code Official
Case Number: 11296
May 11, 2023 at 15:38

May 11, 2023 at 15:38

MEMORANDUM – CITY OF GULFPORT

Date: **MAY 24, 2023**

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

From: **Police Department**
Code Enforcement Division

Subject: **Approval To Advertise**

RE: **Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 6th Day Of June, 2023, To The City Council:**

WARD 1

Parcel 1: 0711H-04-029.000. Lot 8 Blk 14 Southmoor Heights Resurvey. 1600 42nd Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Park In Approved Location. Babin Todd J

Parcel 2: 0711G-01-003.000. Lot 5 & 6 Blk 1 Jonestown Mccaughan Subd. 2015 42nd Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. HL&C-Harrison LLC

Parcel 3: 0711H-05-080.000. Lot 10 Less N 10 Ft. Blk. 13 Southmoor Heights Re-Survey. 1704 42nd Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Garamajo Dorval & Raquel

Parcel 4: 0711K-01-055.000. Lot 21 Owen Homes Subd.. 1438 Genevieve Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Lynne Properties LLC

Parcel 5: 0711K-01-056.000. Lot 22 Owen Homes Subd.. 1440 Genevieve Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings, Repair/Replace Broken Window. Farmer's Leasing LLC

WARD 2

Parcel 6: 1010L-02-067.000. Lot 134 Sherwood Est Subd. 1302 Poplar Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Davis Dewayne Alex

Parcel 7: 0711N-02-058.000. Lot 11 Blk 1 Western Add. 720 Ruth Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Train Jason

Parcel 8: 0711I-01-063.000. Lot 17 Blk 8 Hungerford. 1230 37th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Park In Approved Location. Edwards Alfred

Parcel 9: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. 1820 Curcor Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Barahona Octavio Jose

Parcel 10: 0910P-01-012.000. Lot 188 Ft N & S By 277 Ft S By White St E By Teagarden Rd N By Powell W By Coast View Inc In E1/2 Of Se1/4 Sec 36-7-11. 429 Tegarden Rd. Bring Bldg Up To Code Or Demo. Weston Sandra

Parcel 11: 0811L-04-061.000. Sera Luu Living Trust -2015-4102- & -2016-8822- Lot 17 Blk 169 Original Gulfport & Lots 15 & 16 Blk E Hardy Add. 3318 West Railroad St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Luu Thoaminh Sera Trustee

Parcel 12: 1010P-03-038.000. 59.6 Ac (C) Com At Inter Of E Line Of Sec 32 & S Mar Of Railroad Swly Along Railroad 1465 Ft To Pob At Nw Cor Of Venetian Gardens Subd Swly Along Railroad 1894.5 Ft S 250.6 Ft N 73 Dgs E 200.4 Ft To E Line Of Country Club Estates Subd S Along Subd 1378.8. 2000 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Arbor Sites, LLC

Parcel 13: 1010I-01-078.000. 79.2 Ac(C) Com At Inter Of E Line Of Sec 32 & N Mar Of Railroad Swly Along Railroad 1392.5 Ft To Pob N 623.8 Ft S 85 Dg W 253.4 Ft N 725.9 Ft To S Line Of Broadwater Place Subd Swly Along Subd 899 Ft N 26 Dg W 98.5 Ft S 85 Dg W Along S Line Of Greenview S. Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Arbor Sites, LLC

Parcel 14: 1010I-01-079.000. 1.1 Ac Com At Ne Cor Lot 1 Regency Oaks Subd On W Mar Of Debuys Rd S 160.9 Ft To Pob S 250.8 Ft N 84 Dg W 54 Ft W 142.7 Ft N 229.9 Ft To S Mar Palmer Dr Nely Along Rd 198.5 Ft To Pob Part Of Ne 1/4 Of Ne 1/4 Of Sec 32-7-10 ****And Also**** Beg 16.8 Ft S O. 223 Debuys Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Arbor Sites, LLC

WARD 3

Parcel 15: 0810C-03-060.000. That Part Of Lots 9 To 11 & N 5 Ft Of Lot 8 Blk 196 North Gulfport Subd Lying E Of Hwy 49 Part Of Sw1/4 Of Ne1/4 Of Sec 28-7-11. 8295 Alabama Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Botros Magdy

Parcel 16: 0810F-04-035.000. N 21 Ft Of Lot 7 & All Of Lots 8 To16 Blk 255 North Gulfport Subd Sec 28-7-11. 8225 Arkansas Ave. Bring Bldg Up To Code Or Demo. Evans Nancy

Parcel 17: 0810F-03-113.000. Life Estate-1205/44- E 68 Ft Of Lots 4 & 5 Also E 68 Ft Of Lot 3 Blk 313 North Gulfport Subd Lying N Of Madison St Part Of Nw1/4 Of Se1/4 Of Sec 28-7-11. 15190 Madison St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Martin Fannie L

Parcel 18: 0811B-01-021.000. Lots 21 To 28 Inc Blk 13 Arlington Heights Add. 2622 15th Ave. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Thomas Jack Dell

Parcel 19: 0810N-01-046.000. Lots 44 To 46 Inc Blk 37 Standard Land #2. 2004 32nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Luu Toan Bao

Parcel 20: 0811G-04-126.000. Lots 2 & 3 Blk 1 Murphy Add.. 1729 22nd St. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Pilgrim JR

Parcel 21: 0811G-04-050.000. S 80 Ft Of Lots 40 To 42 Inc Blk 13 Soria City. 1814 17th Ave. Remove Prohibited Items. Williams James

WARD 4

Parcel 22: 0910K-02-008.000. 3.9ac(C) Beg At Inter Of E Mar Of Jody Nelson Dr & S Mar Of 35th St E Along 35th St 399.9 Ft To W Mar Of E Ave S Along Rd 430.1 Ft W 399.9 Ft To Jody Nelson Dr N Along Rd 430.1 Ft To Pob Being Lots 1 To 16 Blk 40 Sunflower Add & That Part Of Alley Lying W. 330 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Repair Or Remove Sign, Remove Abandoned Sign, Correct Unsanitary Condition, Remove/Relocate Storage Structure. Prime Capital Investments, LLC

Parcel 23: 0910N-07-003.000. 1.4 Ac Com At Inter Of E Mar Of Jody Nelson Dr & N Mar Of Pass Rd Nely Along Pass Rd 148.7 Ft To Pob N 18dg W 118.6 Ft S 71dg W 111.5 Ft To E Mar Of Jody Nelson Dr N Along Rd 121.9 Ft E 420.9 Ft To W Mar Of E Ave S Along Rd 105.9 Ft To Pass Rd Swly Along. 388 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Obtain Permit Or Remove Sign. Prime Capital Investments, LLC

Parcel 24: 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 P. 1901 Switzer Rd. Bring Bldg Up To Code Or Demo(Trailers #30, #60, #66, #102). Lodestar Investments LLC

WARD 5

Parcel 25: 0808I-03-098.000. Lot 7 Blk 2 Norwood Subd. 1013 Shirley Dr. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Casey John Jacob

Parcel 26: 0808K-01-009.000. Lot 22 Blk 3 Bel-Aire Subd 1st Add. 105 Beeson St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Cooper Donald R & Barbara Ann

Parcel 27: 0808K-01-005.000. Lot 5 Blk 2 Bel-Aire Subd 1st Add. 104 Beeson St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. James Tammy Lynn

Parcel 28: 0808J-03-034.000. Lot 1 Blk 2 Janell-Lynn Part 1 To Bel-Aire Subd. 107 South Kerns Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Thorstenson Gary

Parcel 29: 0908M-01-014.000. 1.8 Ac Beg 1862.8 Ft N & 683.2 Ft E Of Sw Cor Of Sec 11 E 491.3 Ft To Wly Mar Of Dede Dr Sely Along Rd 206.6 Ft S 56.6 Ft W 670 Ft To Pob Part Of Nw 1/4 Of Sec 1/4 Of Sec 11-7-11. Dede Dr. Remove/Haul Off Trash & Debris. Dedeaux Properties I LP

Parcel 30: 0808N-02-006.000. Lot 24 Blk 13 Bel-Aire Subd 6th Add. David St. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Clutter And Debris. Thomas Enoch

Parcel 31: 0909C-01-017.008. Warren Alvin Dedeaux Revocable Trust -2009-9270 & 9272- Lot 98 Loren D. Heights Phase Iii. 2498 Tandy Dr. Remove/Haul Off Trash & Debris. Dedeaux Christine Lousie -Trustee-

WARD 7

Parcel 32: 0808D-02-021.000. Lot 10 Nugent Heights Subd. 12401 Plunkett Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Williams Syble

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 **6TH** day of **June , 2023**, 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 of Gulfport Police Department 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 City of Gulfport Police Department Code Enforcement Divisionv 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: 0711H-04-029.000. Lot 8 Blk 14 Southmoor Heights Resurvey. 1600 42nd Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Park In Approved Location. Babin Todd J

Parcel 2: 0711G-01-003.000. Lot 5 & 6 Blk 1 Jonestown Mccaughan Subd. 2015 42nd Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. HL&C-Harrison LLC

Parcel 3: 0711H-05-080.000. Lot 10 Less N 10 Ft. Blk. 13 Southmoor Heights Re-Survey. 1704 42nd Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Garamajo Dorval & Raquel

Parcel 4: 0711K-01-055.000. Lot 21 Owen Homes Subd.. 1438 Genevieve Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Lynne Properties LLC

Parcel 5: 0711K-01-056.000. Lot 22 Owen Homes Subd.. 1440 Genevieve Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings, Repair/Replace Broken Window. Farmer's Leasing LLC

Parcel 6: 1010L-02-067.000. Lot 134 Sherwood Est Subd. 1302 Poplar Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Davis Dewayne Alex

Parcel 7: 0711N-02-058.000. Lot 11 Blk 1 Western Add. 720 Ruth Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Train Jason

Parcel 8: 0711I-01-063.000. Lot 17 Blk 8 Hungerford. 1230 37th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Park In Approved Location. Edwards Alfred

Parcel 9: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. 1820 Curcor Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Barahona Octavio Jose

Parcel 10: 0910P-01-012.000. Lot 188 Ft N & S By 277 Ft S By White St E By Teagarden Rd N By Powell W By Coast View Inc In E1/2 Of Se1/4 Sec 36-7-11. 429 Tegarden Rd. Bring Bldg Up To Code Or Demo. Weston Sandra

Parcel 11: 0811L-04-061.000. Sera Luu Living Trust -2015-4102- & -2016-8822- Lot 17 Blk 169 Original Gulfport & Lots 15 & 16 Blk E Hardy Add. 3318 West Railroad St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Luu Thoaminh Sera Trustee

Parcel 12: 1010P-03-038.000. 59.6 Ac (C) Com At Inter Of E Line Of Sec 32 & S Mar Of Railroad Swly Along Railroad 1465 Ft To Pob At Nw Cor Of Venetian Gardens Subd Swly Along Railroad 1894.5 Ft S 250.6 Ft N 73 Dgs E 200.4 Ft To E Line Of Country Club Estates Subd S Along Subd 1378.8. 2000 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Arbor Sites, LLC

Parcel 13: 1010I-01-078.000. 79.2 Ac(C) Com At Inter Of E Line Of Sec 32 & N Mar Of Railroad Swly Along Railroad 1392.5 Ft To Pob N 623.8 Ft S 85 Dg W 253.4 Ft N 725.9 Ft To S Line Of Broadwater Place Subd Swly Along Subd 899 Ft N 26 Dg W 98.5 Ft S 85 Dg W Along S Line Of Greenview S. Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Arbor Sites, LLC

Parcel 14: 1010I-01-079.000. 1.1 Ac Com At Ne Cor Lot 1 Regency Oaks Subd On W Mar Of Debuys Rd S 160.9 Ft To Pob S 250.8 Ft N 84 Dg W 54 Ft W 142.7 Ft N 229.9 Ft To S Mar Palmer Dr Nely Along Rd 198.5 Ft To Pob Part Of Ne 1/4 Of Ne 1/4 Of Sec 32-7-10 ****And Also**** Beg 16.8 Ft S O. 223 Debuys Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Arbor Sites, LLC

Parcel 15: 0810C-03-060.000. That Part Of Lots 9 To 11 & N 5 Ft Of Lot 8 Blk 196 North Gulfport Subd Lying E Of Hwy 49 Part Of Sw1/4 Of Ne1/4 Of Sec 28-7-11. 8295 Alabama Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Botros Magdy

Parcel 16: 0810F-04-035.000. N 21 Ft Of Lot 7 & All Of Lots 8 To16 Blk 255 North Gulfport Subd Sec 28-7-11. 8225 Arkansas Ave. Bring Bldg Up To Code Or Demo. Evans Nancy

Parcel 17: 0810F-03-113.000. Life Estate-1205/44- E 68 Ft Of Lots 4 & 5 Also E 68 Ft Of Lot 3 Blk 313 North Gulfport Subd Lying N Of Madison St Part Of Nw1/4 Of Se1/4 Of Sec 28-7-11. 15190 Madison St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Martin Fannie L

Parcel 18: 0811B-01-021.000. Lots 21 To 28 Inc Blk 13 Arlington Heights Add. 2622 15th Ave. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Thomas Jack Dell

Parcel 19: 0810N-01-046.000. Lots 44 To 46 Inc Blk 37 Standard Land #2. 2004 32nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Luu Toan Bao

Parcel 20: 0811G-04-126.000. Lots 2 & 3 Blk 1 Murphy Add.. 1729 22nd St. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Pilgrim JR

Parcel 21: 0811G-04-050.000. S 80 Ft Of Lots 40 To 42 Inc Blk 13 Soria City. 1814 17th Ave. Remove Prohibited Items. Williams James

Parcel 22: 0910K-02-008.000. 3.9ac(C) Beg At Inter Of E Mar Of Jody Nelson Dr & S Mar Of 35th St E Along 35th St 399.9 Ft To W Mar Of E Ave S Along Rd 430.1 Ft W 399.9 Ft To Jody Nelson Dr N Along Rd 430.1 Ft To Pob Being Lots 1 To 16 Blk 40 Sunflower Add & That Part Of Alley Lying W. 330 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Repair Or Remove Sign, Remove Abandoned Sign, Correct Unsanitary Condition, Remove/Relocate Storage Structure. Prime Capital Investments, LLC

Parcel 23: 0910N-07-003.000. 1.4 Ac Com At Inter Of E Mar Of Jody Nelson Dr & N Mar Of Pass Rd Nely Along Pass Rd 148.7 Ft To Pob N 18dg W 118.6 Ft S 71dg W 111.5 Ft To E Mar Of Jody Nelson Dr N Along Rd 121.9 Ft E 420.9 Ft To W Mar Of E Ave S Along Rd 105.9 Ft To Pass Rd Swly Along. 388 Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Obtain Permit Or Remove Sign. Prime Capital Investments, LLC

Parcel 24: 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 P. 1901 Switzer Rd. Bring Bldg Up To Code Or Demo(Trailers #30, #60, #66, #102). Lodestar Investments LLC

Parcel 25: 0808I-03-098.000. Lot 7 Blk 2 Norwood Subd. 1013 Shirley Dr. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Casey John Jacob

Parcel 26: 0808K-01-009.000. Lot 22 Blk 3 Bel-Aire Subd 1st Add. 105 Beeson St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Cooper Donald R & Barbara Ann

Parcel 27: 0808K-01-005.000. Lot 5 Blk 2 Bel-Aire Subd 1st Add. 104 Beeson St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. James Tammy Lynn

Parcel 28: 0808J-03-034.000. Lot 1 Blk 2 Janell-Lynn Part 1 To Bel-Aire Subd. 107 South Kerns Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris. Thorstenson Gary

Parcel 29: 0908M-01-014.000. 1.8 Ac Beg 1862.8 Ft N & 683.2 Ft E Of Sw Cor Of Sec 11 E 491.3 Ft To Wly Mar Of Dede Dr Sely Along Rd 206.6 Ft S 56.6 Ft W 670 Ft To Pob Part Of Nw 1/4 Of Sec 1/4 Of Sec 11-7-11. Dede Dr. Remove/Haul Off Trash & Debris. Dedeaux Properties I LP

Parcel 30: 0808N-02-006.000. Lot 24 Blk 13 Bel-Aire Subd 6th Add. David St. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Clutter And Debris. Thomas Enoch

Parcel 31: 0909C-01-017.008. Warren Alvin Dedeaux Revocable Trust -2009-9270 & 9272- Lot 98 Loren D. Heights Phase Iii. 2498 Tandy Dr. Remove/Haul Off Trash & Debris. Dedeaux Christine Lousie -Trustee-

Parcel 32: 0808D-02-021.000. Lot 10 Nugent Heights Subd. 12401 Plunkett Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Trees, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Williams Syble

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 _____, 2023.

(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 _____, 2023.

APPROVED:

_____
MAYOR

City of Gulfport
Department of
Administration

Memo

To: Mayor Billy Hewes and City Council Members

From: Rashida Bell, City Clerk

Date: May 25, 2023

Re: Gerald Haydel: Appeal – Notice of Civil Penalty (Ticket No. 11091)

Attached is the Notice of Appeal, along with the payment in the amount of $50.00, in regards to the information referenced above, to be placed on the Council's agenda for June 6, 2023 at 1:30 p.m.

Rec'd via hand delivery to Kaley Burgeois on 5/25/23 at City Hall at 2:01 pm by Donnie Beard

RBell

W. F. HOLDER II
Lawyer
3413-B Washington Avenue
Gulfport, Mississippi 39507
(228)863-4999 **wfholderlaw@gmail.com** **(228)563-8890 fax**

May 25, 2023

Hand delivered and sent via
U. S. mail, postage prepaid, first class
Rashida Bell, City Clerk
City of Gulfport, Mississippi
Post Office Box 1780
Gulfport, Mississippi 30502-1780

RE: Appellant: Gerald "Jerry" Haydel
Ticket/Citation No.: 11091
Notice of Appeal from May 17, 2023, adverse finding of Leonard Papania, Hearing Officer, affirming civil penalty for:
1) improper storage of or disposal of garbage and rubbish (IPMC 308.3.2 and 3; and,
2) failure to take corrective action to make necessary repairs to building (IPMC 304).

Dear Ms. Bell:

Please accept this letter as the notice of appeal of Gerald "Jerry" Haydel of the adverse finding of May 17, 2023, against him by Leonard Papania, Hearing Officer of violations of the Gulfport International Property Maintenance Code and whatever other ordinances or dictates of the municipality might be involved. I enclose a copy of Mr. Papania's May 17, 2023 letter /opinion. Mr. Haydel is aggrieved by this decision of Mr. Papania and desires to and hereby notices his appeal to the City Council of the City of Gulfport, Mississippi. This notice should be considered as his compliance with Section 111.2.2, as amended, of the City's Code of Ordinances (Ordinance number 3055 and whatever others that need to be satisfied) as described in Mr. Papania's letter. Also, I enclose my trust account check for $50.00 to pay the filing fee.

I assume I will hear from the City of Gulfport as to the date, time, and place for Mr. Haydel's appeal to be heard. If I need to do anything further to perfect this appeal, please advise. If this appeal is to the full Council, do I need to have it placed on the agenda of the Council?

I hereby request full discovery of all investigative material of the City of Gulfport, Mississippi, as to any alleged IPMC violations, including narratives, reports, photographs, videos/recordings pertaining to the charges against Mr. Hydel, while though the fines are labeled

"civil" it is a punitive action involving the seizure of Mr. Haydel's funds making it quasi-criminal and subject to discovery under the Mississippi Rules of Criminal Procedure. The items requested are imperative to Mr. Haydel preparing his defense to the accusations of the City's Code Enforcement personnel.

I am copying this notice to all persons listed below to be sure full compliance with all appellate requirements are met as notice to the proper official of the City of Gulfport.

With regards and looking forward to hearing from you, I am

Yours very truly,

W. F. Holder II

WFH II/rd
Enclosures: copy of May 17, 2023 letter/decision of Leonard Papania, Hearing Officer and check no. 2124 ($50.00)
cc: Brittany Rodgers, Clerk of City Council (by e-mail only to brodgers@gulfport-ms.gov)
Leonard Papania, Hearing Officer, (by fax only to (228)868-5800)
Adam Cooper, Police Chief, by mail only to 2220 15th Street, Gulfport, Mississippi 39501
Jerry Haydel

NOTES

RECEIPT

DATE 5/25/23 NO. 213404

RECEIVED FROM IOLTA Foundation

ADDRESS WF Holder II Lawyer Office

$ 50-CK.

FOR Ticket # 11091

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	50 CK.	
AMT. PAID			CHECK		
BALANCE DUE			MONEY ORDER		

CK - 2125

BY 7096

© REDIFORM. ® 8L808R

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: June 6, 2023

Re: Ordinance - rezoning a tax parcel from B-2 (General business) to I-1 (Light industry) - located at 28th Street - Case # 2301PC003 - Ward 1.

Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light industry),Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: May 25, 2023

Re: Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light industry),Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Hewes

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Ian Nuschle

Speaking against the Petition: None

On April 27, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 6, 2023.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2301PC003

Hearing Date: January 26, 2023
April 27, 2023

Current Zoning/Use: B-2 / Vacant lot

Legal: Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, tax parcel 0710M-01-053.003, Requests to rezone from B-2 (General business) to I-1 (Light industry), 0 28th Street, Ward 1

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 2.15 acres of property from B-2 (General business) to an I-1 (Light industrial) zone. Upon staff review of the property, the site was approved for a cell telecommunication tower in 2001 (Variance case # 010ZB069) and subdivided without city approval in 2004 and placing the existing tower on a separate parcel. Currently, this property is vacant.

According to the City's 2002 Comprehensive Plan, this area was intended to become general commercial. The current zoning would allow for a contractor's office with limited indoor storage of equipment, materials, and supplies that is not as intensive as the industrial zoning to the south.

The applicant has addressed change of the neighborhood and public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.

2. The applicant addresses Character of the Neighborhood changing by stating, "the rezoning is requested due to the character of the neighborhood downgrading." growth of the

surrounding area is exponential. The public need is addressed in that there is a need for the development of business / office space for contractors in the area.

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing with commercial along 28th Street was in the future. It should be noted that this board has approved the rezoning along 28th Street from its intended zoning of commercial to a lesser zone of R-B (Residence-business) to keep with the commercial zoning and would make single-family homes in the surrounding neighborhood conforming, case # 2206PC115 and case # 2211PC202. The proposed location of an industrial zone is not in harmony with the commercial and residential nature of the surrounding area. In addition, the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, therefore, the staff recommendation is to deny the request. It should be noted that at the March 3, 2023 meeting, City Council concluded this would not be spot zoning and remanded this back to Planning Commission for review and reconsideration.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Ryan Merrill
Director of Urban Development Department

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2301PC003

Hearing Date: January 26, 2023

Current Zoning/Use: B-2 / Vacant lot

Legal: Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, tax parcel 0710M-01-053.003, Requests to rezone from B-2 (General business) to I-1 (Light industry), 0 28th Street, Ward 1

TECHNICAL DETAILS

> Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:
>
> When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:
> 1. That there was a mistake in the original zoning, or
> 2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 2.15 acres of property from B-2 (General business) to an I-1 (Light industrial) zone. Upon staff review of the property, the site was approved for a cell telecommunication tower in 2001 (Variance case # 010ZB069) and subdivided without city approval in 2004 and placing the existing tower on a separate parcel. Currently, this property is vacant.

According to the City's 2002 Comprehensive Plan, this area was intended to become general commercial. The current zoning would allow for a contractor's office with limited indoor storage of equipment, materials, and supplies that is not as intensive as the industrial zoning to the south.

The applicant has addressed change of the neighborhood and public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.

2. The applicant addresses Character of the Neighborhood changing by stating, "the rezoning is requested due to the character of the neighborhood downgrading." growth of the

surrounding area is exponential. The public need is addressed in that there is a need for the development of business / office space for contractors in the area.

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing with commercial along 28th Street was in the future. It should be noted that this board has approved the rezoning along 28th Street from its intended zoning of commercial to a lesser zone of R-B (Residence-business) to keep with the commercial zoning and would make single-family homes in the surrounding neighborhood conforming, case # 2206PC115 and case # 2211PC202. The proposed location of an industrial zone is not in harmony with the commercial and residential nature of the surrounding area. In addition, the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, therefore, the staff recommendation is to deny the request.

DIRECTOR APPROVAL

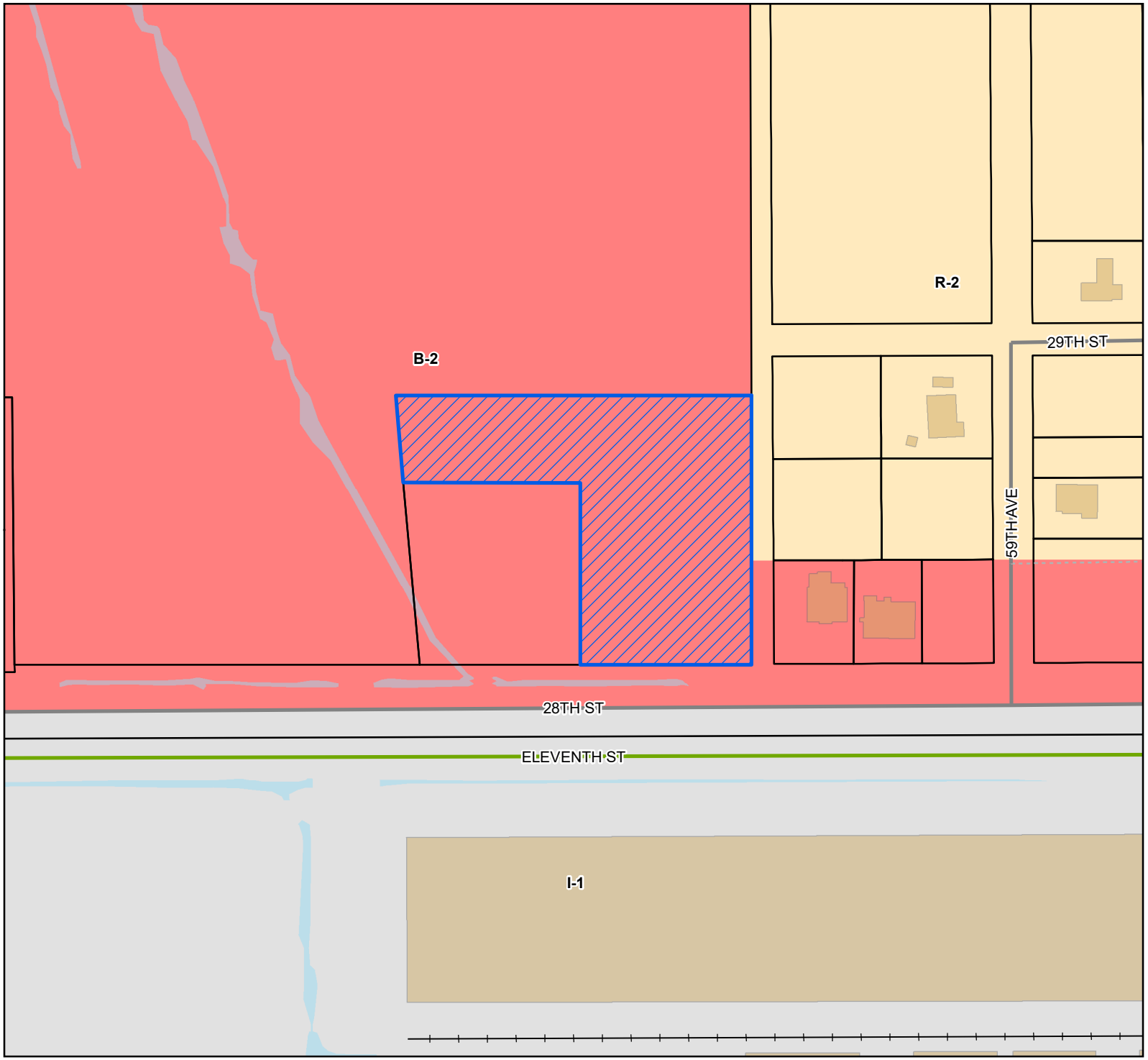
This report has been reviewed and approved by:

_____

Ryan Merrill
Director of Urban Development Department

2301PC003

Zoning Map Amendment



Site
Street
Military Street
Alley
Railroad
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District
I-1 - Light Industry District
R-2 - Single Family Residence District (Medium Density)

Site Information

0710M-01-053.003
Zoning: B-2 (General business district)
Size: 2.15 acre
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N
W E
S

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

Revision date 11/2/2020

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

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

Property Information

For Staff Use Only

Case File #: 230|PC003

Date Received: 12-6-22

Receipt #:

Received By: KB

Zoning: B-2

Ward: 1 Flood: X

TAX PARCEL # 0710M-01-053.003

(If necessary, use separate sheet of paper)

Address of Property Involved:

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: North of CB Base, touching CB Base, 1000' East of Canal Rd

GENERAL DESCRIPTION OF REQUEST:

Change Zoning from B-2 to I-1

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

Advanced Contracting Services
Printed Name Of Owner

24080 Anna Saucier Rd
Mailing Address

Gulfport MS 39503
City State Zip code

228-236-7717
Home Phone Work/Cell Phone

advancedcontractingservices@yahoo.com
Email

Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

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

I am requesting rezoning due to the character of the neighborhood downgrading and for the pubic need of development in this area of business / office space for contractors.

Request for rezoning a 2.5 acre lot parcel # 0710M-01-053.003 from B-2 to I-1. The lot is located directly across from the 613 acre I-1 CB Base on the north side of 28th St and roughly 1000' east of Canal Rd. This lot is located between the contractor entrance on the CB Base and Canal Rd. The described property surrounds a lot with a huge Cell Tower on it.

Advanced Contracting Services is a local Gulfport contractor that is in need of an office and area to park and house equipment that we use. We are one of the contractors that is called regularly to do work on the CB Base and we would not be of any harm to noise or traffic in this area with this business location. We plan to develop the property with a building in the next year to have an office space and house some of the equipment. Our plan is to also fence the property where needed to block the view onto the property and to keep a nice clean look.

We would like to help develop this area of Gulfport that lays dormant and we feel needs improvements.

I Ian Nuschke owner of Advanced Contracting Services, a Gulfport based contractor, is asking you to accept my request for rezoning of this parcel to I-1 zoning.

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Advanced Contracting Services, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	978217
Status:	Good Standing
Effective Date:	02/07/2011
State of Incorporation:	Mississippi
Principal Office Address:	24080 Anno Saucier Rd Gulfport, MS 39503

Registered Agent

Name

Nuschke, Ian A
11530 US 49, Suite C
Gulfport, MS 39503

Officers & Directors

Name	Title
Ian A Nuschke 24080 Anno Saucier Rd Gulfport, MS 39503	Member

B C CONTRACTOR

A

2022

BUILDING CODE SERVICES

1410 24TH AVE., ROOM 114, WILLIAM H. HARDY BUILDING,
GULFPORT, MS 39501

THIS IS TO CERTIFY THAT NUSCHKE IAN A ADVANCED CONTRACTING INC

HAS QUALIFIED UNDER ORDINANCE NO. 1891 AS A BUILDING CONTRACTOR OR SUB-CONTRACTOR LICENSED TO DO WORK IN THE CITY OF GULFPORT, MISS.

THIS LICENSE EXPIRES ON DEC 31, 2022

INS EXPIRATION 06/03/2023 CONTRACTOR LIC. NO 39149

MIKE EDWARDS (J.S.)

BUILDING OFFICIAL

2813

THIS LICENSE MUST BE POSTED
IN A CONSPICUOUS PLACE

BUSINESS # 9533

State of Mississippi
CITY OF GULFPORT
PRIVILEGE TAX LICENSE

FY2023

License Number 10265

ORIGINAL

LICENSE IS HEREBY GRANTED TO:

ADVANCED CONTRACTING SERVICES LLC
IAN NUSCHKE
3410 A. AVENUE
GULFPORT, MS 39507

Location :

3410 A AVENUE

CATEGORY: ADMINISTRATIVE SERVICES

TYPE : ADMINISTRATIVE SERVICES

DESC: CONSTRUCTION OFFICE

DATE ISSUED 10/28/2022

Jasmin Sefkovic

CLERK

EXPIRES 09/30/2023

IN THE CITY OF GULFPORT, COUNTY OF HARRISON, STATE OF MISSISSIPPI ON THE EXPRESS CONDITION THAT LICENSEE SHALL OBSERVE AND OBEY THE LAWS OF THE STATE AND THE ORDINANCES OF THE CITY OF GULFPORT AS ARE NOW IN FORCE OR MAY HEREAFTER BE ENACTED

THIS LICENSE IS NOT TRANSFERABLE AND IS SUBJECT TO SUMMARY REVOCATION IN CASE THE LICENSEE VIOLATES THE LAWS AND ORDINANCES THEN IN FORCE AND EFFECT.

BOUNDARY SURVEY

PARCEL IN THE SOUTHWEST QUARTER OF
SECTION 31, TOWNSHIP 07 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
HARRISON COUNTY TAX PARCEL 0710M-01-053.003
SURVEYED FOR McGILL PROPERTIES, INC., MAY 2006

IP = IRON PIPE
IR = IRON ROD
PK = PK NAIL
RR = RAIL ROAD SPIKE
CS = COTTON SPINDLE
CM = CONCRETE MONUMENT

S = SET
F = FOUND
D = DEED BEARING/DISTANCE
P = PLAT BEARING/DISTANCE
OHE = OVERHEAD UTILITY LINES
NTS = NOT TO SCALE

A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

© 2006 Land Surveying, Inc.: may not be reproduced by any means without express permission.

SURVEY DESCRIPTION:

SAME PROPERTY AS PER DEED BOOK 1480, PAGE 532 AND AS TAX PARCEL 0710M-01-053.003
A PARCEL OF LAND SITUATED IN AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 07 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COTTON SPINDLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 31, RUN
NORTH 33.15 FEET TO A POINT, THEN RUN
NORTH 89°46'40" EAST 34.90 FEET TO A COTTON SPINDLE MARKING THE NORTH MARGIN OF 28TH STREET AND THE EAST MARGIN OF CANAL ROAD AS LOCATED PRIOR TO JANUARY 1993, THEN CONTINUE EASTWARD ALONG SAID PRIOR 1993 NORTHERN MARGIN OF 28TH STREET
NORTH 89°45'40" EAST 362.36 FEET TO A POINT, THEN LEAVING SAID PRIOR NORTHERN MARGIN RUN
NORTH 00°04'00" WEST 31.00 FEET TO A CONCRETE MARKER AT THE PRESENT NORTHERN MARGIN OF 28TH STREET, THEN RUN EASTWARD ALONG PRESENT NORTHERN MARGIN OF 28TH STREET
SOUTH 89°37'34" EAST 441.03 FEET TO AN IRON ROD FOR THE POINT OF BEGINNING (P.O.B.).

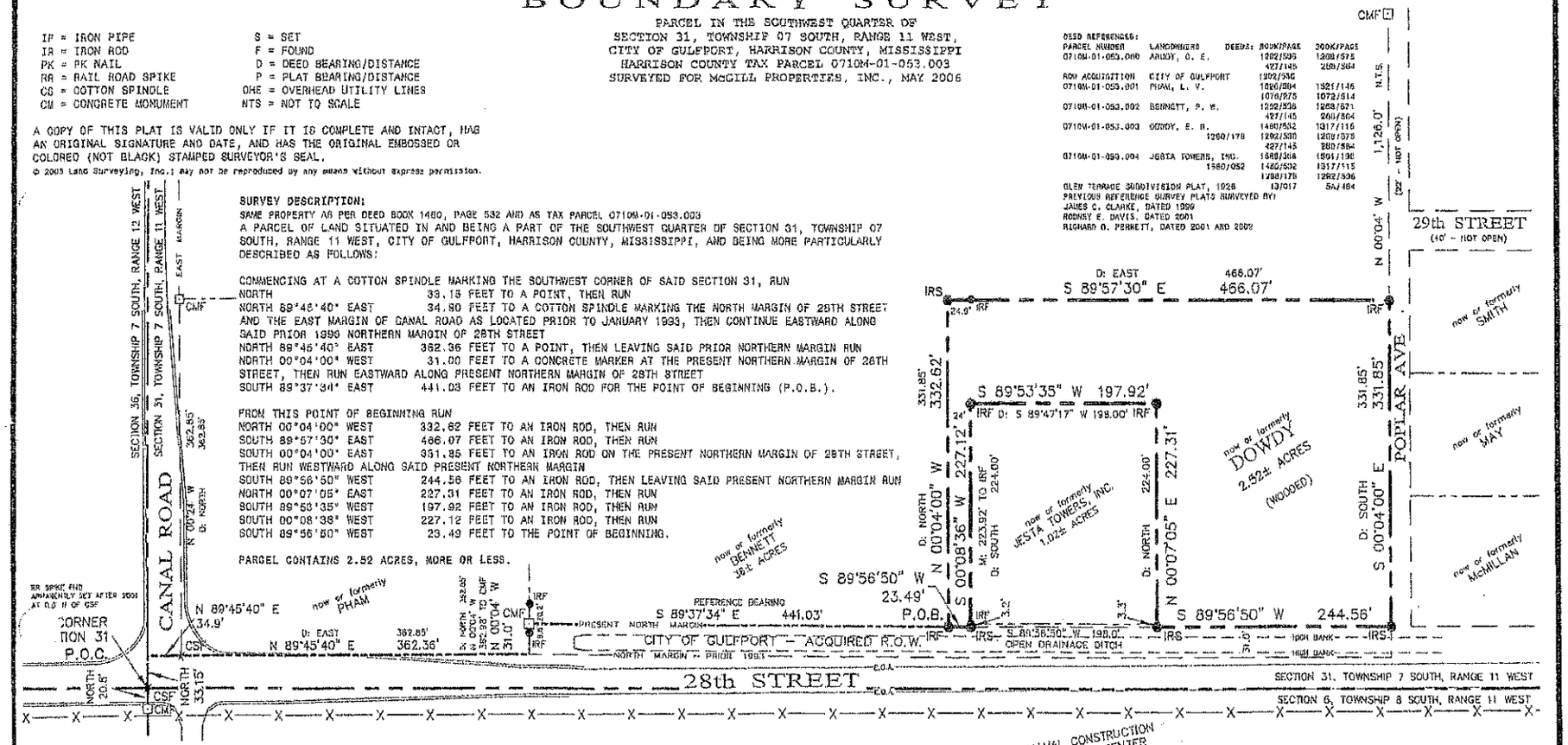
FROM THIS POINT OF BEGINNING RUN
NORTH 00°04'00" WEST 332.62 FEET TO AN IRON ROD, THEN RUN
SOUTH 89°57'30" EAST 466.07 FEET TO AN IRON ROD, THEN RUN
SOUTH 00°04'00" EAST 351.85 FEET TO AN IRON ROD ON THE PRESENT NORTHERN MARGIN OF 28TH STREET, THEN RUN WESTWARD ALONG SAID PRESENT NORTHERN MARGIN
SOUTH 89°56'50" WEST 244.56 FEET TO AN IRON ROD, THEN LEAVING SAID PRESENT NORTHERN MARGIN RUN
NORTH 00°07'05" EAST 227.31 FEET TO AN IRON ROD, THEN RUN
SOUTH 89°53'35" WEST 197.92 FEET TO AN IRON ROD, THEN RUN
SOUTH 00°08'36" WEST 227.12 FEET TO AN IRON ROD, THEN RUN
SOUTH 89°56'50" WEST 23.49 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.52 ACRES, MORE OR LESS.

DEED REFERENCES:

PARCEL NUMBER	LANDOWNERS	DEED:	BOOK/PAGE	BOOK/PAGE
0710M-01-053.000	ARUDY, O. E.		1202/535	1308/575
			427/145	269/364
ROW ACQUISITION	CITY OF GULFPORT		1203/536	
0710M-01-053.001	RYAN, L. V.		1026/384	1321/146
			1076/875	1072/614
0710M-01-053.002	BENNETT, P. W.		1202/536	1268/521
			427/145	269/364
0710M-01-053.003	DOWDY, E. R.		1480/532	1317/116
		1260/178	1202/530	1308/575
			427/145	269/364
0710M-01-053.004	JESTA TOWERS, INC.		1369/308	1591/190
		1580/052	1480/532	1317/115
			1260/178	1202/536
GLEN TERRACE SUBDIVISION PLAT, 1926			13/017	5A/464

PREVIOUS REFERENCE SURVEY PLATS SURVEYED BY:
JAMES C. CLARKE, DATED 1999
RODNEY E. DAVIS, DATED 2001
RICHARD D. PERRETT, DATED 2001 AND 2002



McGILL PROPERTIES, INC.
SECTION 31, TOWNSHIP 07 SOUTH, RANGE 11 WEST
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

BOUNDARY SURVEY

LAND SURVEYING INCORPORATED
203 - 48th STREET
GULFPORT, MS 39507
PHONE (228) 864-8452 FAX (228) 863-6927

SCALE:	1" = 100'
PLOT DATE:	05/10/2006
DRAWN BY:	RDP
CHECKED BY:	RDP
DWG NAME:	Plat - McGill.dwg
REVISED:	
	310710 - CB Base

SUBJECT PROPERTY WAS SURVEYED UNDER MY DIRECT SUPERVISION AND ALL DATA SHOWN ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

CLASS B SURVEY, MINIMUM STANDARDS

RICHARD D. PERRETT REGISTERED PROFESSIONAL LAND SURVEYOR LS-2758 STATE OF MISSISSIPPI

LAND SURVEYING, INC.
RICHARD D. PERRETT PLS-2758
MAY 06, 2006

SCALE
0 50 100 200
(1 inch = 100 feet)

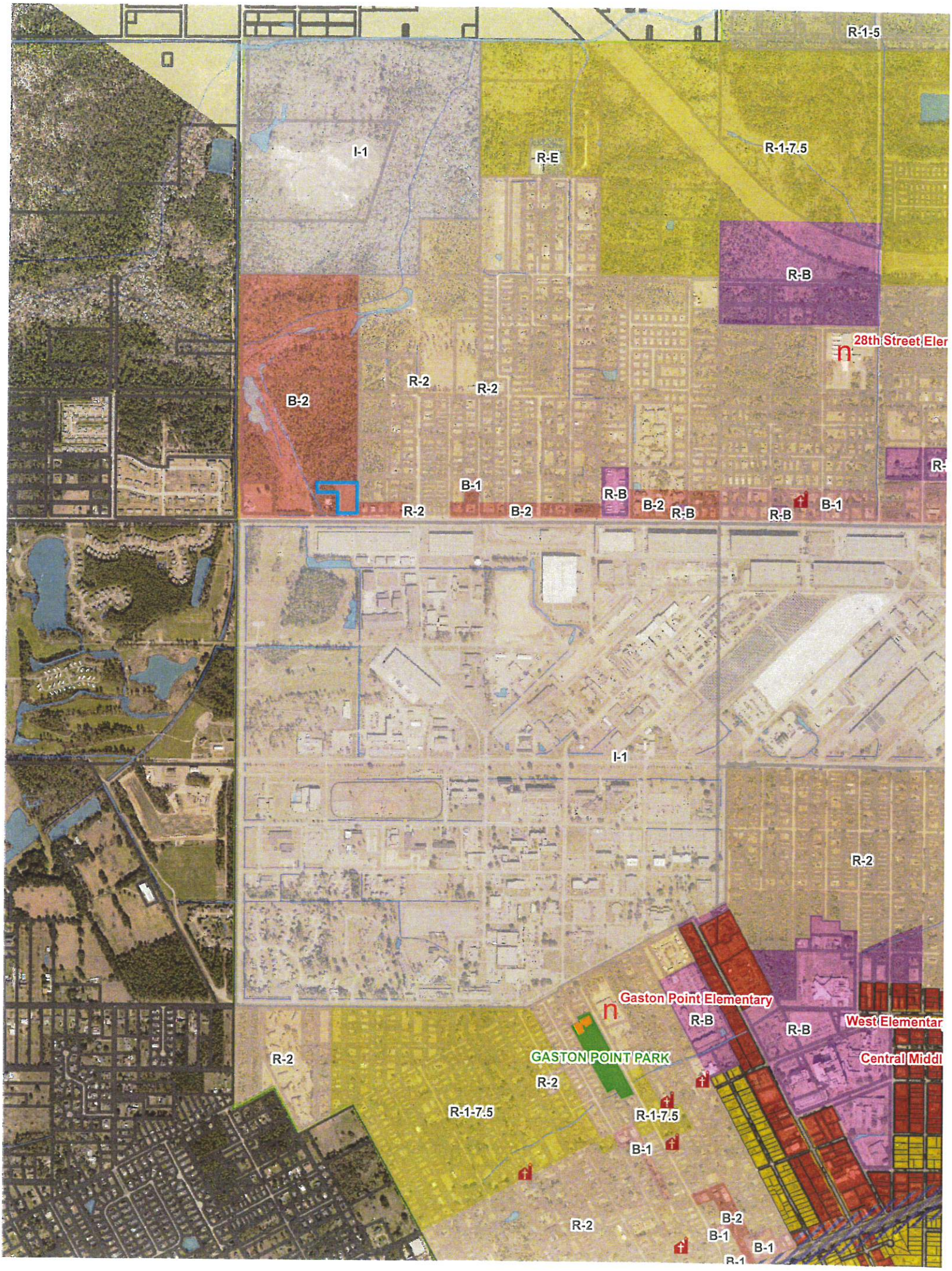
SUBJECT PROPERTY LIES IN ZONES "X" AND "AE" OF F.I.R.M. 285253 0003 C, REVISED OCTOBER 04, 2002.

THIS SURVEY AND PLAT WERE PREPARED ONLY FOR CLIENT AS NAMED HEREON AND NO THIRD OR OTHER PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
ALL BEARINGS/DISTANCES ARE SHOWN AS MEASURED UNLESS NOTED OTHERWISE.
BEARINGS AS SHOWN DETERMINED FROM STATE PLANE COORDINATE SYSTEM.
THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
THIS PLAT IS CERTIFIED ONLY TO THAT DATA SHOWN HEREON AND MAY NOT BE COMPLETE OR ALL-INCLUSIVE FOR ANY PURPOSES OR USES OTHER THAN THOSE AS ORIGINALLY CONTRACTED FOR BY CLIENT.
VERIFICATION OF ACTUAL FIELD CONDITIONS IS REQUIRED BEFORE DETAILED PLANNING OR CONSTRUCTION IS COMMENCED.

tax parcel #
0710M-01-053.003

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

deed shows 2. 2.15 calculated


R-1-5
I-1
R-E
R-1-7.5
R-B
28th Street Eler
B-2
R-2
R-2
B-1
R-B
B-2
R-B
R-B
B-1
R-2
B-2
I-1
R-2
Gaston Point Elementary
R-B
R-B
West Elementar
GASTON POINT PARK
Central Middl
R-2
R-2
R-1-7.5
R-1-7.5
B-1
R-2
B-2
B-1
B-1

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2022-0023910-D-J1
Filed/Recorded 09/21/2022 1:20:01 PM
Total Fees 26.00
5 Pages Recorded

PREPARED BY:
Michael J. Yentzen
Esplanade Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8860
MS Bar # 100866

RETURN TO:
Michael J. Yentzen
Esplanade Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39507
(228) 594-8860

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged,

MCGILL PROPERTIES, INC.
A MISSISSIPPI CORPORATION
P.O. BOX 2163
GULFPORT, MS 39505
228.365.6968

does hereby sell, convey, and warrant unto

ADVANCED CONTRACTING SERVICES, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
24080 ANNO SAUCIER ROAD
GULFPORT, MS 39503
228.236.7717

the following described land and property, lying and being situated in Harrison County, Mississippi, First Judicial District, and more particularly and certainly described as follows:

(See Exhibit A attached)(Page 3)

Indexing instructions: A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.

This conveyance is subject to all covenants, restrictions, easements, rights of way and other matters of record. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantor agrees to pay said Grantee or their assigns any deficit on the actual proration.

WITNESS the signature of the Grantor on this the 21st day of September, 2022.

MCGILL PROPERTIES, INC. – Grantor

Emma McGill

Emma McGill, President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 21st day of September, 2022, within my jurisdiction, the within named EMMA MCGILL who acknowledged that he signed, executed and delivered the above and foregoing instrument as PRESIDENT of MCGILL PROPERTIES, INC., A MISSISSIPPI CORPORATION, after being duly authorized to do so.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 81223
MICHAEL J. YENTZEN
Commission Expires
May 26, 2026
HARRISON COUNTY

EXHIBIT "A"

LEGAL DESCRIPTION: A PARCEL OF LAND SITUATED IN AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLOWS TO-WIT:

COMMENCING AT A COTTON SPINDLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 31, RUN NORTH 33.15 FEET TO A POINT, THEN RUN NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 34.90 FEET T O A COTTON SPINDLE MARKING THE NORTH MARGIN OF 28TH STREET AND THE EAST MARGIN OF CANAL ROAD AS LOCATED PRIOR TO JANUARY 1993, THEN CONTINUE EASTWARD ALONG SAID PRIOR 1993 NORTHERN MARGIN OF 28TH STREET, NORTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 362.36 FEET TO A POINT, THEN LEAVING SAID PRIOR NORTHERN MARGIN RUN NORTH 00 DEGREES 04 SECONDS 00 SECONDS WEST 31.00 FEET TO A CONCRETE MARKER AT THE PRESENT NORTHERN MARGIN OF 28TH STREET, THEN RUN EASTWARD ALONG PRESETN NORTHERN MARGIN OF 28TH STREET, SOUTH 89 DEGREES 37 MINUTES 34 SECONDS EAST 441.03 FEET TO AN IRON ROD FOR THE POINT OF BEGINNING. FROM THIS POINT OF BEGINNING RUN NORTH 00 DEGREES 04 MINUTES 00 SECONDS WEST 332.62 FEET TO AN IRON ROD, THEN RUN SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST 466.07 FEET TO AN IRON ROD, THEN RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 331.85 FEET TO AN IRON ROD ON THE PRESENT NORTHERN MARGIN OF 28TH STREET, THEN RUN WESTWARD ALONG SAID PRESENT NORTHERN MARGIN, SOUTH 89 DEGREES 56 MINUTES 50 SECONDS WEST 244.56 FEET TO AN IRON ROD, THEN LEAVING SAID PRESENT MARGIN RUN NORTH 00 DEGREES 07 MINUTES 05 SECONDS EAST 227.31 FEET TO AN IRON ROD, THEN RUN SOUTH 89 DEGREES 53 MINUTES 35 SECONDS WEST 197.92 FEET TO AN IRON ROD, THEN RUN SOUTH 00 DEGREES 08 MINUTES 36 SECONDS WEST 227.12 FEET TO AN IRON ROD, THEN RUN SOUTH89 DEGREES 56 MINUTES 50 SECONDS WEST 23.49 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 2.52 ACRES, MORE OR LESS. (TAX PARCEL # 0710M-01-053.003).

UNANIMOUS CONSENT OF THE
DIRECTORS AND SHAREHOLDERS OF MCGILL PROPERTIES, INC.
TO TAKE ACTION WITHOUT A MEETING

The undersigned, being the Directors and Shareholders of **MCGILL PROPERTIES, INC.**, a MISSISSIPPI Corporation, hereby unanimously consent to the following actions taken without a meeting:

> Be it resolved by the Directors and Shareholders of **MCGILL PROPERTIES, INC.**, that consent is hereby given to Emma McGill, President, to execute all necessary closing documents to convey the property known as NHN 28th Street, Gulfport, Mississippi, 39501 to **ADVANCED CONTRACTING SERVICES, LLC**, a MISSISSIPPI Limited Liability Company on or about September 21, 2022.

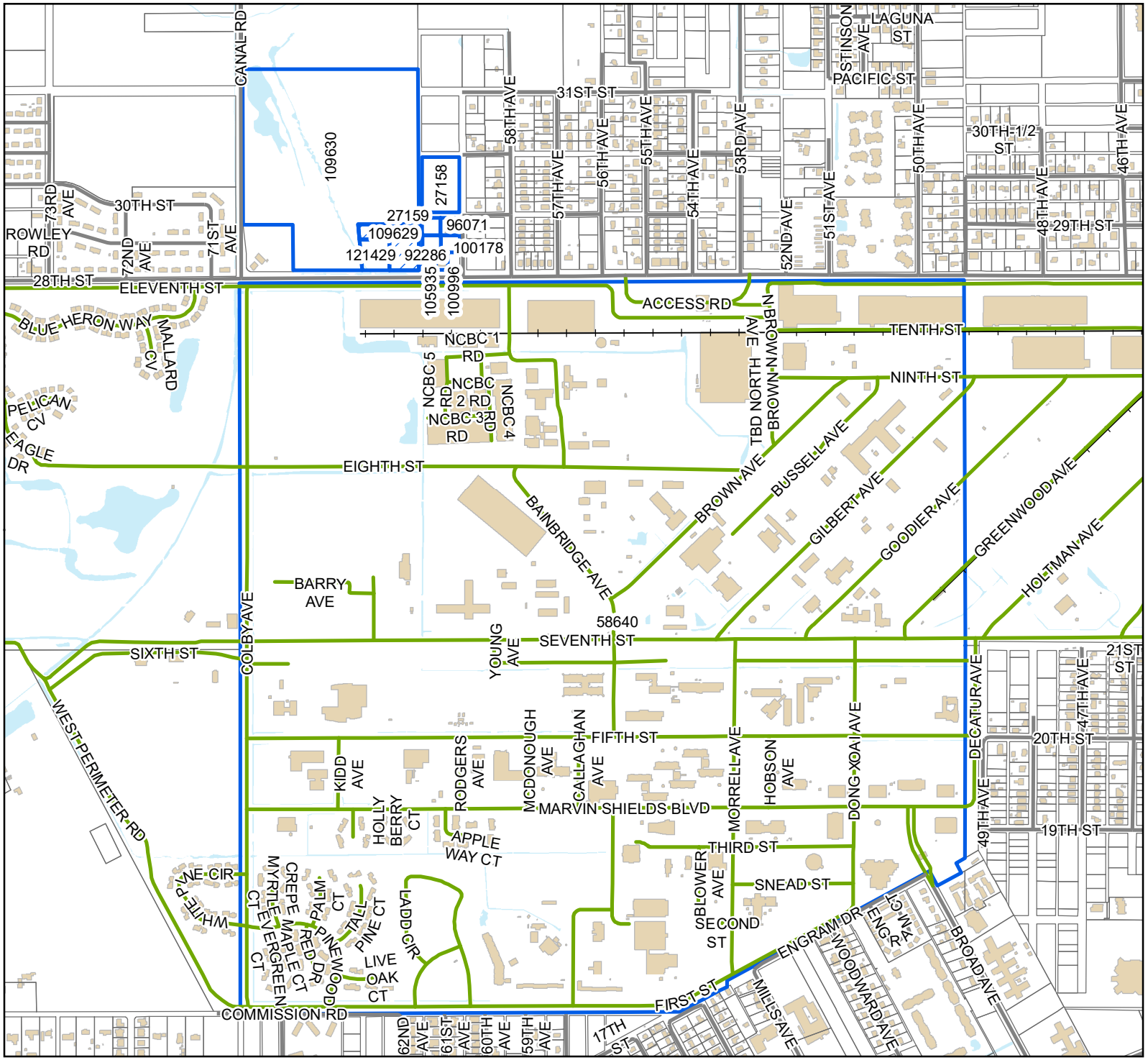
Witness the signatures of the Directors and Shareholders of **MCGILL PROPERTIES, INC.**, below.

Emma McGill, President/Director & Shareholder

Dustin A. McGill, Vice President/ Director & Shareholder

2301PC003

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- Street
- Military Street
- Alley
- Railroad
- Buildings
- Water Features

0 160 320 480

Yards

1 inch = 1,000 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	109629	0710M-01-053.003	ADVANCED CONTRACTING SERVICES (OWNE	24080 ANNE SAUCIER RD	GULFPORT	MS	39505
			Adjacent Property Owners (2301PC003)				
N	100178	0710M-01-012.004	BARTHOLOMEW JOSEPH A & DEBORAH	19070 LANDON ROAD	GULFPORT	MS	39503
	100996	0710M-01-012.005	BARTHOLOMEW JOSEPH A & DEBORAH	19070 LANDON ROAD	GULFPORT	MS	39503
	109630	0710M-01-053.002	DRAKE MARY CAROLYN -ETAL-	159 EDGEWATER DR	BILOXI	MS	39531
	121429	0710M-01-053.004	GTP ACQUISITION PARTNERS II LLC	P O BOX 723597	ATLANTA	GA	31139
	96071	0710M-01-012.003	MASON ELIZABETH A	2821 59TH AVE	GULFPORT	MS	39501
	92286	0710M-01-012.001	MAY HUBERT H JR	9300 COCONUT DR	OCEAN SPRINGS	MS	39564
	105935	0710M-01-012.006	ROJAS HECTOR	27460 ROAD 310	PASS CHRISTIAN	MS	39571
	27158	0710M-01-011.000	SNEED JOHN O & ELIZABETH S WETHEM	114 DRIFTWOOD DR	LONG BEACH	MS	39560
	58640	0711F-01-001.000	U S GOVT	4802 JEFFERSON AVE	GULFPORT	MS	39501
	27159	0710M-01-012.000	WARD JOSEPH BENJAMIN	25429 PECAN RD	PASS CHRISTIAN	MS	39571

RE: Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, tax parcel 0710M-01-053.003, Requests to rezone from B-2 (General business) to I-1 (Light industry), 0 28th Street, Ward 1

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, January 26, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agenda/ then click the City of Gulfport Planning Commission for **Thursday, January 26, 2023.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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:
IPL0104298
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
63.12
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
January 4, 2023 2:29:50 PM EST
Amount:
63.12

SCHEDULE FOR AD NUMBER IPL01042980

January 11, 2023
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01042980

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, January 26, 2023 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.

Planning Commission Approval 2301PC002, by agent Bryce McMurry, tax parcel 0810O-02-012.000, Requests to convert portion of Mobile Home Park into RV use, 2800 19th Ave, Zoned B-2 (General business), Ward 3
Special Exception 2301SE006, by agent Austin Keith, tax parcel 0911B-02-013.000, seeking approval of a liquor store use at 111 Courthouse Rd, Zoned T-6 (Urban Core Zone), Ward 2

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Seeking approval for an outdoor entertainment venue at 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary, to allow a Medical Cannabis dispensary as a matter of right in R-B, B-1, B-2, B4, T4+, T5, T6 zoning districts.

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Zoning Text Amendment 2212PC225, by CRC Westside, amendments to the SmartCode Zoning Article 5, as amended, Section 5.3.3 (a), 5.4.3 (a), 5.5.3 (a), 5.6.3 (a), and Article 6, Table 10; to establish how unspecified uses of property are addressed in areas subject to SmartCode.
Zoning Map Amendment 2301PC001, by agent Greg Smith, tax parcels 1011D-01-036.000 and 1011D-01-038.001, Requests to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), 146 Oleander Dr., Zoned T6 (Urban Core Zone), Ward 2

Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, tax parcel 0710M-01-053.003, Requests to rezone from B-2 (General business) to I-1 (Light industry), 0 28th Street, Ward 1

Zoning Text Amendment 2301PC007, by agent Freddie Fountain, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. District Regulations (K) Chart of Permitted Uses (2) Schedule of uses - REDUCING SALON; to allow a reducing salon (i.e. a gym/fitness facility) in I-2 zoning districts
Zoning Text Amendment 2301PC008 by City of Gulfport, amendments to the accessory building ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, and number allowed.

This the 4th day of January, 2023
Virginia Adolph, Vice - Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

<< Click here to print a printer friendly version >>

RE: Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light industry),Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agenda/ then click the City of Gulfport Planning Commission for **Thursday, April 27, 2023.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, April 27, 2023 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.

Planning Commission Approval 2304PC030, by owner Tracy M. McMurphy, seeking approval for a home-based online property management company at Tax Parcel 0708I-01-010.001,16114 Orange Grove Rd, Zoned R-1-15 (Single Family), Ward 7

Planning Commission Approval 2304PC031, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2

Planning Commission Approval 2304PC033, by agent Peter Vicari, seeking approval for a luxury RV resort at Tax Parcels 1010N-04-032.000, 1011C-01-013.000, 1011C-01-010.000, 1011C-01-011.145, 1011C-01-011.000, Zoned T4+(General Urban Zone "Plus") Ward 2

Planning Commission Approval 2304PC036, by agent Stacey Barber, seeking approval for an use of car wash and storage facility at Tax Parcels 1008M-01-008.000, 1008M-01-007.000, 11236 Lorrain Road & 11268 Lorraine Rd, Zoned B-2 (General Business), Ward 6

Planning Commission Approval 2304PC037, by agent Donovan Scruggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2(Heavy Industry), Ward 3

Special Exception 2304SE038,by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Planning Commission Approval 2304PC039, by agent Freddie Fountain, seeking approval for a reducing salon within a multi-tenant commercial building at Tax Parcel 0909D-02-006.000, 13334 Seaway Road, Zoned I-2 (Heavy Industry) Ward 5

Planning Commission Approval 2304PC040, by agent Tasheena Guidry, seeking approval for use of a car lot at Tax Parcel 0910I-02-003.000, 739 E Pass Road, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light Industry),Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, and number allowed.

Final Plat 2303PC025, by agent Freddie Fountain, Tax Parcel 0907J-01-001.101, seeking approval of Final Plat for 16 single-family residential lots (Plantation Oaks Subdivision) at 0 Three Rivers Road, Zoned R-B (Residential Business), Ward 6
General Plan 2304PC034, by agent Robert Riemann, seeking approval of a General Plan for a new 25 lot townhouse development, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single Family), Ward 7

Zoning Map Amendment 2304PC041, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1

Final Plat 2304PC042, by owner River Pointe Estates, LLC, seeking approval of final plat for 7 Single-family lots (River Point Estates Subdivision) at 10550 O'Neal Road, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, Zoned R-E (Residential Estate), Ward 6

This the 7th day of April 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

<< Click here to print a printer friendly version >>

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF B-2 (GENERAL BUSINESS) DISTRICT TO I-1 (LIGHT INDUSTRY) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0710M-01-053.003, which is generally described as being located North of and adjacent to 28th Street, South of and adjacent Yazoo Street, East of Canal Road, and West of 59th Avenue , should be rezoned from its present classification of B-2 (General Business) District to I-1 (Light Industry) District. The Case File Number is 2301PC003; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

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

Ad valorem tax parcel number 0710M-01-053.003 is legally described as:

> A parcel of land situated in and being a part of the Southwest Quarter of Section 31, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, First Judicial District, and being more particularly described as follows to-wit:
>
> Commencing at a cotton spindle marking the Southwest corner of said Section 31, run North 33.15 feet to a point, then run North 89 degrees 45 minutes 40 seconds East 34.90 feet to a cotton spindle marking the North margin of 28th Street and the East margin of Canal Road as located prior to January 1993, then continue Eastward along said prior 1993 Northern margin of 28th Street, North 89 degrees

45 minutes 40 seconds East 362.36 feet to a point, then leaving said prior Northern margin run North 00 degrees 04 seconds 00 seconds West 31.00 feet to a concrete marker at the present Northern margin of 28th Street, then run Eastward along present Northern margin of 28th Street, South 89 degrees 37 minutes 34 seconds East 441.03 feet to an iron rod for the point of beginning. From this point of beginning run North 00 degrees 04 minutes 00 seconds West 332.62 feet to an iron rod, then run South 89 degrees 57 minutes 30 seconds East 466.07 feet to an iron rod, then run South 00 degrees 04 minutes 00 seconds East 331.85 feet to an iron rod on the present Northern margin, South 89 degrees 56 minutes 50 seconds West 244.56 feet to an iron rod, then leaving said present margin run North 00 degrees 07 minutes 05 seconds East 227.31 feet to an iron rod, then run South 89 degrees 53 minutes 35 seconds West 197.92 feet to an iron rod, then run South 00 degrees 08 minutes 36 seconds West 227.12 feet to an iron rod, then run South 89 degrees 56 minutes 50 seconds West 23.49 feet to the point of beginning. Parcel contains 2.52 acres, more or less. (Tax Parcel # 0710M-01-053.003).

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

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

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0710M-01-053.003 from its present zoning classification of B-2 (General Business) district to I-1 (Light Industry) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

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

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

(SEAL:)

ATTEST: ADOPT:

_____ _____

CLERK OF THE COUNCIL PRESIDENT

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

_____

BILLY HEWES, Mayor

CITY OF GULFPORT PLANNING COMMISSION

2301PC003

TRANSCRIPT OF HEARING

April 27, 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF APRIL 2023 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
CHARLIE HEWES
HAROLD SPANN (not present, left meeting)
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO
BRYAN JACOBS
VIRGINIA ADOLPH

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
MATILDA WELCH
LESLIE ERVIN

ALSO PRESENT:

HON. MARGARET MURDOCK, City Attorney

H2.1 Zoning Map Amendment 2301PC003

MS. ERVIN: Zoning Map Amendment 2301PC003 has been duly and timely noticed as required by law. The applicant requests to rezone from B-2 general business to I-1 light industry 0 28th Street, Ward 1. A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: Su-Lin, are we going to hear from you on this?

MS. FEATHERSTON: I think Greg is --

MR. WILLIAMS: Pass that buck.

I need you to be at the microphone. As commanding as your voice is, it's a lot easier for the court reporter..

MR. HOLMES: I do not want to upset Ms. Norma.

This case has come before you guys before, and it went to the Council. In the Council determination, they felt like it wasn't spot zoning, so they decided to remand it back to you guys to rehear.

MR. DAIGLE: Did we approve it or deny it?

MR. HOLMES: Denied it.

MR. JACOBS: Because of it being spot zoned?

MR. HOLMES: Yeah. I think that was one of the reasons for denial was spot zoning.

MR. WILLIAMS: If y'all will remember, and

that's the property up there. It's on 28th Street. We had a lot of discussion about this one. The Navy base is across the street. It is -- that I-1 zoning is what they're on.

But with 28th Street being there being the barrier, when you go across the street as you see the zoning there is more B-2, R-2, and those type of things.

The business is a good one. The customer -- I mean, the owner of the business wants to do all he can to do what he needs to but to rezone that as an I-2 (sic) in that area is just not acceptable because of the surrounding properties.

MR. DAIGLE: I-1.

MR. WILLIAMS: I-1?

MR. DAIGLE: He wants to go to I-1.

MR. WILLIAMS: I'm sorry. Did I say I-2? Thank you, sir. Appreciate that. No, I-1. Yeah, make sure everybody knows it is I-1.

MR. DAIGLE: So basically we recommended that the zoning -- that it be denied.

MR. WILLIAMS: Right.

MR. DAIGLE: And they're basically saying we don't agree, consider it again.

MR. WILLIAMS: No, it's not that they don't agree. What we did is there was a conversation in there about spot zoning, and I think spot zoning was the issue

with it.

As you know, any time that there is a rezoning, you have to show -- and Margaret is back there, you're going to test me on that -- you have to show a change in the existing property, you have to show public need, or you have to show that there was an error.

And I don't think that any of those could actually -- could be proved in this.

So I think it's kind of a lack of the proof of one of those things more so than just saying we're going to deny it because it's spot zoning, you know. It's not really the technical terminology that should have been used, I believe.

MR. DAIGLE: Okay.

MR. HEWES: Keith, if you look at the executive summary, I understand what you're saying, but City Council concluded this would not be spot zoning and remanded it back to us because the City Council disagreed with our -- with the planning commission.

MR. WILLIAMS: Okay. So don't have any public comment. You want to?

MR. HOLMES: Yes. This is still on the open agenda, so, yeah, he has a right to speak.

MR. WILLIAMS: I apologize. I thought we got to the other one. Thank you for keeping me straight.

I'm sorry, sir. I'm sorry, sir. My apologies to you.

MR. NUSHCKE: Thank you.

MR. WILLIAMS: This is the applicant, y'all. Greg and Su-Lin and I have sat down and talked about all these, and I'm about three cases ahead, I guess. So my apologies. Sir, I'm sorry.

MR. NUSHCKE: My name is Ian Nushcke, owner of Advanced Contracting Services. I own the lot that we're talking about here.

I have papers that were printed out from the code office, zoning office. I don't know if you can change your map and zoom out a little bit. I do adjoin the Seabee base which is 613 acres of I-1.

If you went north of me 2500 feet, there's another 140 acres of industrial land I-1. And that industrial land is adjoining the R-2, and it adjoins 2,500 feet of the R-2, that industrial land.

I touch 200 feet maybe of the R-2, and the 200 feet that I do touch is in wetlands. The two lots to the right of me are wetlands. They're all wooded. You can't build there. Nobody is going to build there.

So the argument that I don't fit, that it doesn't go there, nothing is going to be built beside me, behind me; it's all wetlands around me. I have 750 acres at

least, without looking onto the county side, of industrial land touching me. I'm asking for two acres.

MR. WILLIAMS: I'm sorry. Can you explain where that industrial is touching your property?

MR. NUSHCKE: Yeah. The Seabee base is 613 acres touching my land. Okay? And then if you went north of me, which you can't see, if you could zoom out, there's another 140 acres 2000 feet away of industrial land. I have it on my map here that was printed out by these guys.

MR. WILLIAMS: Okay. Is that not 28th Street that goes between you and the Seabee base?

MR. NUSHCKE: That's correct.

MR. WILLIAMS: Where does it touch your --

MR. NUSHCKE: But on the terms that we talked about before, the street does not divide me from land. I am adjoining 613 acres of industrial land.

MR. WILLIAMS: Okay. All right.

MR. NUSHCKE: So that's one thing is one, my little lot isn't going to get any bigger. I'm adjoined by wooded area that is in a flood zone. My lot, we'll say 90 percent of it that's usable is not in a flood zone.

So, and like I said, to the right of it, that is R-2, those two lots are 95 percent covered by a flood zone and are fully wooded right now.

So, one, I don't see anybody building more

houses in that area, trying, and also they probably can't because of the flood zone right there.

MR. DAIGLE: So I think, sir, where we get into a little bit of confusion, because I hear what you're saying that you abut light industrial that nobody can build around you and I hear your arguments.

But for us to consider something for rezoning, you have to prove and show us that the neighborhood has changed to such an extent to justify your reclassification.

So my question for you is, as you stated here that -- hold on, let me get it right -- the rezoning is requested due to the character of the neighborhood downgrading. All right? So putting all that other stuff aside as far as adjoining industrial property, not being spot zoning, let's just focus on what's required to rezone.

What has downgraded, and where is there a public need for rezoning if, as you pointed out, there's a whole bunch of other I-1 all around you, where is the need for more?

MR. NUSHCKE: It's just the use of it there. I work on and off the Seabee base. I'm one of the contractors there. I'm looking for an area with a lot with some frontage to advertise my business a little bit. So one, there's very little development there. I think -- I

don't think much else is going to be developed in the area there or happen. So I'm offering to try to move my business to this location. And the easiest way that I've been dealing with with the license that I've held in Gulfport for over 15 years is to be in an industrial area.

So I purchased this last year with the intent to rezone it to industrial because I thought it would be possible adjoining so much industrial land. I didn't really see much of a problem. And with the improvements that I'd be making to the lot, I don't think I'd be having any effect to the residents there in any way. And like I said, just north of me, I'm a small little piece that nobody is going to build on in that residential area, either. And north of me, there's 2500 feet that the I-1 is touching the R-2 just north of me.

MR. HEWES: What exactly do you do? Is that a laydown yard, or --

MR. NUSHCKE: Yeah, it 's a laydown yard. I'm a general contractor. We used to do a lot of construction work. I'm more now of a tree service, and we do hurricane cleanup. So I got some big trucks. I clear land on the Seabee base. We do all the tree trimming mostly on the Seabee base. So it's just to be right there would help out to have the road frontage to park -- I have large vehicles. So I'm trying to make it a nice place, fence it,

whatever I got to do. And I just want to have a nice easy location to park some big vehicles at. And we're buying more for hurricane cleanup, too.

MR. HEWES: So if I could ask y'all, is there a higher B zoning that would allow him to use it as a laydown yard or a different zoning other than industrial that you know of?

MS. FEATHERSTON: So the use for a contractor's office is allowed in the current zoning that he is. But from my understanding, it's because you have to store your equipment inside of the building. And the I-1 zone that he's looking to go to, you can store -- the equipment does not need to be conducted within an enclosed structure. So that is why he is wanting to upzone to meet -- it doesn't all have to be within an enclosed structure.

But the zone that it is does allow for his use as a contractor's office, you just have to put it all inside the building.

MR. WILLIAMS: Good question.

MR. DAIGLE: So, I mean, I think I'm still back to my original thing where if we're supposed to be considering this not because of the practicality or nice fences, which are nice, but if we're supposed to be considering this based off of there's either a mistake in the zoning or the character of the neighborhood has changed,

I haven't heard -- I mean, I don't understand where the character of the neighborhood has changed.

I do understand the public need. You're saying there's not enough I-1 spots and you'd be able to go buy more property, yeah, I think there's a public need for it.

But where has the character of the neighborhood changed to justify a rezoning?

MR. NUSHCKE: I don't think the character of the neighborhood is ever going to change without somebody like me trying to change it is my answer to that. So I'm here to take that step and make a change.

But I think for the area that it is, sorry to say it, I don't think you're ever going to see any change there. I feel like at least something is going there and some type of an improvement.

MR. HEWES: Tim, if you look technically at this, I totally agree with you. But I think as a board, this is something that has been empty for as long as I can remember my 58 or 59 years of being here. And I think as a commission we can make these changes and welcome somebody to Gulfport. You know, we hear from people that Gulfport is a difficult place to work in and do business in. And it's something we can do to make it easier in a case like.

And I think -- I don't see any problem with

it because we've got industrial zoning right across the street. And like I said, you have wetlands where no one Is going to build, so you can have someone use this piece of property and make use of it and make tax dollars and make it easier on you if you do work on the Seabee base.

And I just think that we have the opportunity to help somebody rather than -- I mean, we're going to sticklers most of the time, but this is one of those we can I think have a little bit of leeway.

MR. DAIGLE: I don't disagree with you. And I don't want to -- and I hope it's not mis-perceived what I'm trying to do. I think your last answer was great. I mean, I'm trying to get us to be able to quantify this to where it doesn't come back to say we did this for the wrong reason. I think that was a very good answer. I appreciate that.

MR. WILLIAMS: Anything else you'd like to add to it?

MR. NUSHCKE: No. Just hope that you'll consider it this time, and I can start making improvements.

MR. HANCOCK: So what are the properties just to the east of this property? I see a couple of buildings on the map, and they're in I think what appear to be B-2. What are those? Does anybody know?

MR. HOLMES: You said to east or to the west?

MR. HANCOCK: To the east.

MR. WILLIAMS: To the east is an R-2.

MR. HOLMES: Yeah, it's an R-2.

MR. NUSHCKE: No. It's all B-2 on 28th Street right there.

MR. HANCOCK: So on the east side, there are two buildings on two parcels. Do you know what those are?

MR. NUSHCKE: I believe the first one next to me looks like an old office building, so I don't know if it's used as an office or if somebody is living in it. There are cars parked out front. I can't answer that question.

I think the second building there is just a vacant empty building.

MR. HEWES: Is this the one that has a green dumpster that has spray painted don't use?

MR. NUSHCKE: I don't remember that, so I'm not going to say yes or no to that. But...

MR. WILLIAMS: All right. Any other questions for the applicant? All right. Thank you, sir. Appreciate it.

Anyone else here to speak for or against this request or have any comments on this request?

Su-Lin, anything to be added by the staff?

MS. FEATHERSTON: Just what was in the

report.

MR. WILLIAMS: Okay. Good deal.

Commissioners, any other questions for the staff or the applicant or a motion, please?

MR. DAIGLE: Mr. Chairman, I'd like to make a motion we approve case Number 2301PC003 with the stated conditions.

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

MR. HEWES: Second.

MR. WILLIAMS: We got a motion and a proper second. Any further discussion? If not, all those in favor signify by saying aye. Any opposed? All right. Good luck, sir. Appreciate it.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2301PC003

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 13 pages constitute a true and correct transcription of said hearing held on the 27th day of April 2023.

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

Witness my signature this the 2nd day of May 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: June 6, 2023

Re: Ordinance - rezoning tax parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008, & 0711K-04-037.000 from R-1-7.5 (Single-family) to R-2 (Single-family) - located at 1415, 1413, & 1411 Jo Ellen Circle - Case # 2304PC41 - Ward 1.

Zoning Map Amendment 2304PC041, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: May 25, 2023

Re: Zoning Map Amendment 2304PC041, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mr. Jacobs

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: Motion was carried unanimously.

Speaking for the Petition:
1. Austin Schnitzlein

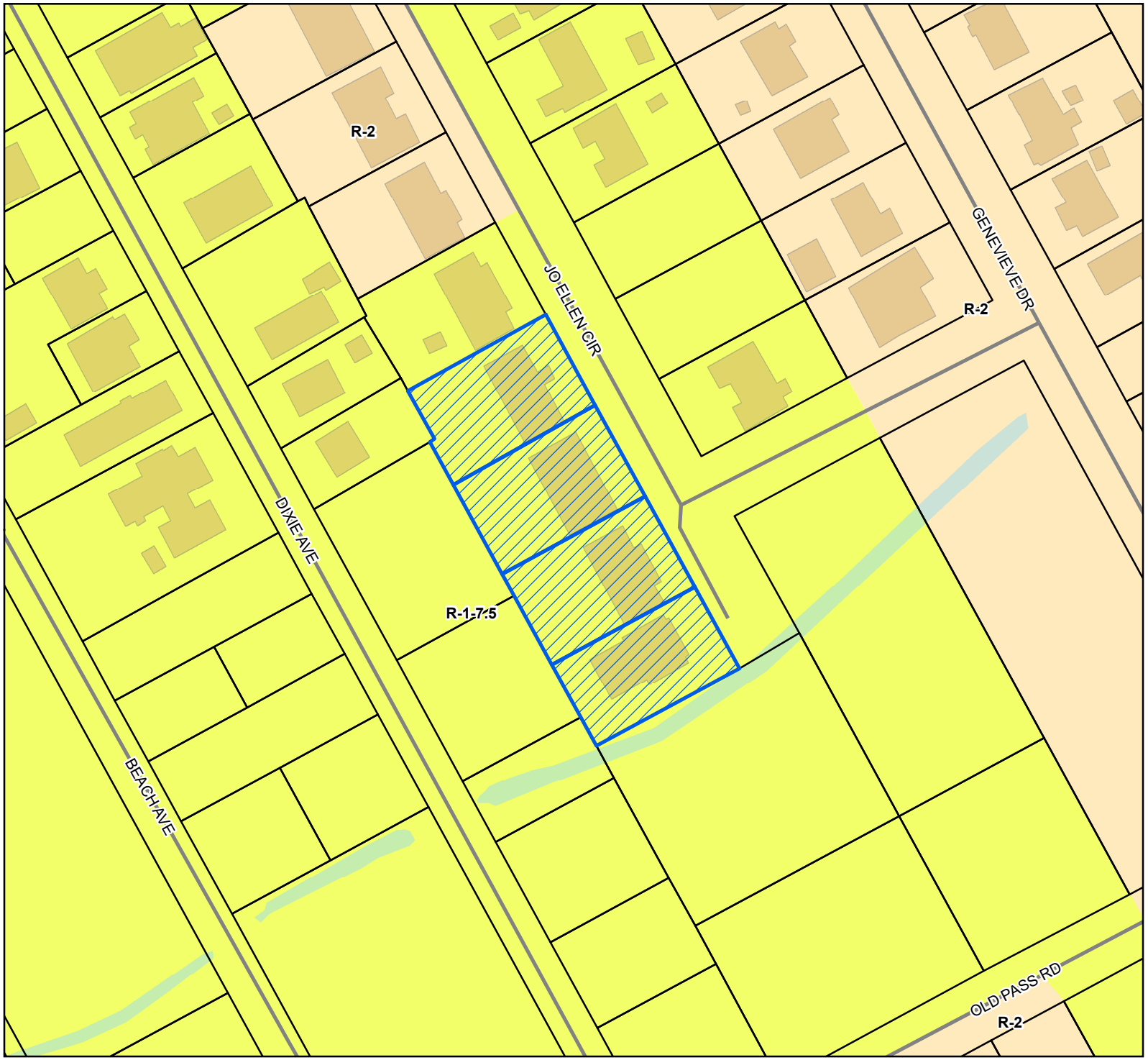
Speaking against the Petition: None

On April 27, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 6, 2023.

2304PC041

Zoning Map Amendment



Site
Street
Parcels
Buildings
Water Features

Zoning

R-1-7.5 - Single Family Residence District (Low Density)

R-2 - Single Family Residence District (Medium Density)

Site Information

0711K-04-037.006
Zoning: R-1-7.5 (Single Family Residence District (Low Density))
Size: 8696.78 sqft
Flood:AE
0711K-04-037.007
Zoning: R-1-7.5 (Single Family Residence District (Low Density))
Size: 8783.47 sqft
Flood:AE
0711K-04-037.008
Zoning: R-1-7.5 (Single Family Residence District (Low Density))
Size: 8836.91 sqft
Flood:AE
0711K-04-037.009
Zoning: R-1-7.5 (Single Family Residence District (Low Density))
Size: 7897.62 sqft
Flood:AE

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

Revision date 11/2/2020

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

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

Property Information

For Staff Use Only

Case File #: 2304 PC041

Date Received: 3-7-23

Receipt #:

Received By: KB

Zoning: R-1-7.5

Ward: 1 Flood:

Size: 34,217.78 sq ft

TAX PARCEL # 071 1K-04-037.006
071 1K-04-037.007
071 1K-04-037.008
071 1K 04 037 009 **(If necessary, use separate sheet of paper)**

Address of Property Involved: 1415, 1413, 1411, 1409 JO ELLEN CIR.

Lot(s)_____, Block(s)_____, Subdivision OWEN HOMES SUBD. PH 2

General Location: END OF JO ELLEN CIR.

GENERAL DESCRIPTION OF REQUEST:
THE REQUEST IS TO REZONE THE 4 PARCELS FROM R-1-7.5 TO R-2.
THIS WILL CORRECT THE USE FOR THE 4 EXISTING DUPLEXES,

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

JO ELLEN PROPERTIES, LLC
Printed Name Of Owner

60 N. KEEBLE AVE.
Mailing Address

SAN JOSE CA 95126
City State Zip code

408-329-0594 408-295-5595
Home Phone Work/Cell Phone

Lars@fullerlawfirm.net
Email

Signature Of Owner

AGENT

ROBERT HEINRICH - HEINRICH & ASSOC.
Printed Name Of Agent

1806 23RD AVE. SUITE B
Mailing Address

GULFPORT MS 39501
City State Zip code

228-896-6768
Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net
Email

Signature Of Agent

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

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

Jo Ellen Properties, LLC
60 N. Keeble Ave.
San Jose, CA 95126

March 6, 2023

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for**
Jo Ellen Properties, LLC
Tax Parcel No's. 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008, and 0711K-04-037.009
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC,*** is authorized to act as agent on behalf of **Jo Ellen Properties, LLC** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

JoEllen Properties, LLC

60 N. Keeble Ave.
San Jose, CA 95126

CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Lars Fuller** who acknowledged that he is a **Member** of **JoEllen Properties, LLC**, A Mississippi Limited Liability Company, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 7th day of March 2023.

Lars Fuller, Member

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-7.5 TO R-2

Located at Pass Rd. and the South end of JoEllen Cir.,
City of Gulfport, First Judicial District of Harrison County, Mississippi

Tax Parcel No's: 0711K-04-037.006
0711K-04-037.007
0711K-04-037.008
0711K-04-037.009

1. **Interest:**

The official names and addresses of the applicants for this application are as follows:

JoEllen Properties, LLC
60 N. Keeble Ave.
San Jose, CA 95126
(408) 329-0594

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
1806 23rd Ave., Ste B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned R-1-7.5 per the Official Zoning Map of the City of Gulfport. It is generally located at Pass Rd. and the south end of JoEllen Cir. The request is to rezone the aforementioned subject parcels from R-1-7.5 to R-2 which will allow the existing Two-Family (duplex) units to conform to the correct zoning.

2. **Change in Conditions:**

The subject parcels are already developed with each lot having a Two-Family dwelling or duplex. The duplex dwellings are approximately 55 years old and are currently 100% occupied. Therefore, the change in conditions would be for the zoning to match the existing use.

3. **Increase in Need for Sites:**

The sites are occupied with existing Two-Family units.

4. **Development Schedule:**

N/A – Sites are occupied with existing Two-Family units.

5. **Effects of Amendment:**

The proposed zoning will be consistent with properties already zoned R-2 located to the north and east. Granting this zoning change will have no effect to the neighborhood.

6. **Error:**

The owner feels that there was a mistake made when the City zoned these parcels to R-1-7.5. The buildings were constructed prior to City zoning.

7. **Site Plan:**

A site plan will be attached to the application and will be presented at the City meetings.

My Map

HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY,TAX ASSESSOR.

MAP DATE: March 6, 2023

0 100 200
Feet

My Map

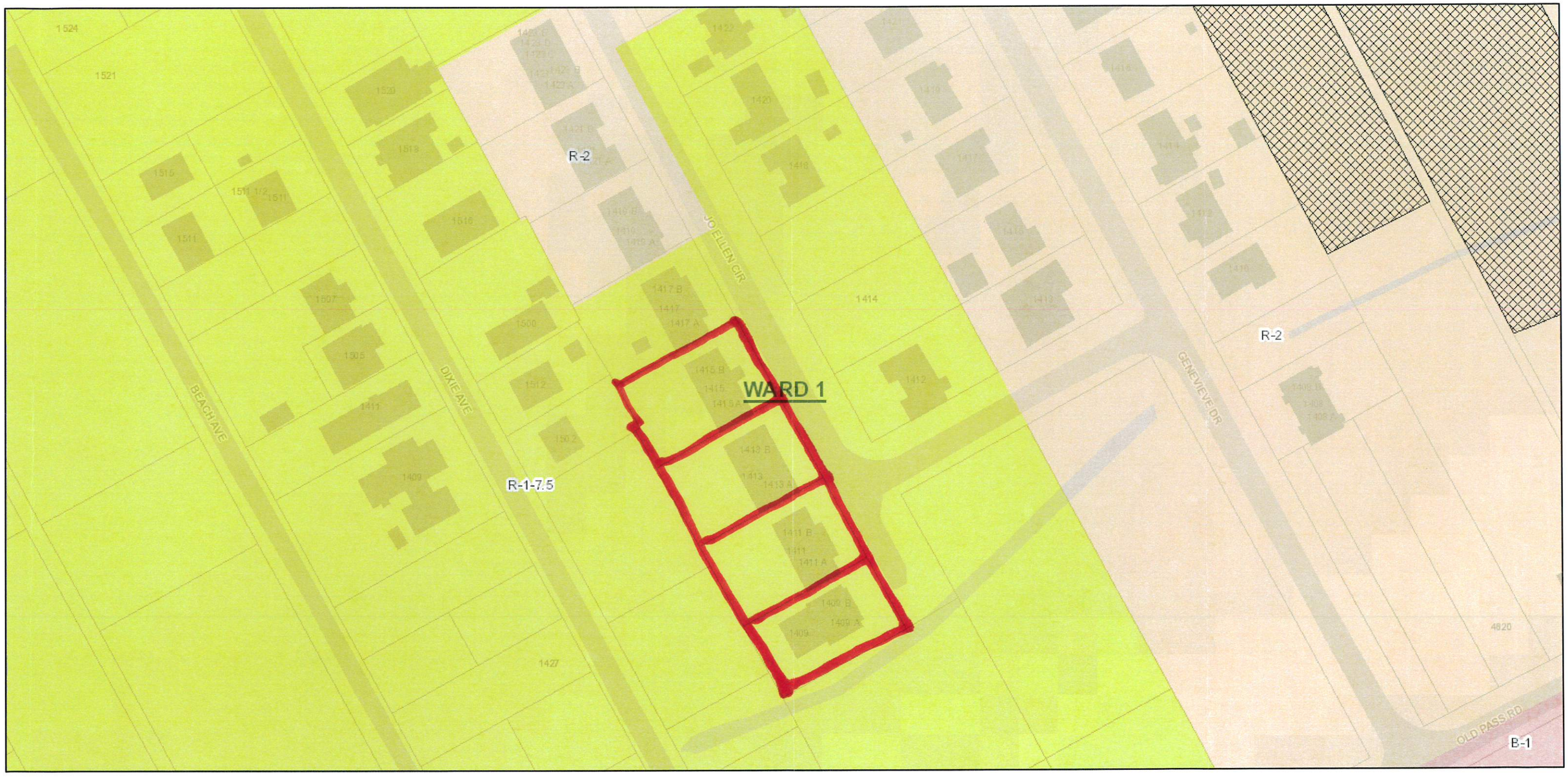
HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY,TAX ASSESSOR.

MAP DATE: March 6, 2023

0 100 200
Feet

Gulfport Online Atlas



March 6, 2023

- Hybrid Zones
- Hybrid
- Wards
- Government Property

Smart Code - Appendix D

- CS - Community Service District
- SD - Special District
- T1 - Natural Zone
- T2 - Rural Zone
- T3 - SFR Zone
- T4L - Limited Commercial Zone
- T4+ - Commercial Zone
- T5 - Heavy Commercial Zone
- T6 - Urban Core/Downtown

Hybrid Code - Appendix A

- CS - Community Service District
- SD - Special District
- T1 - Natural Zone
- T2 - Rural Zone
- T3 - SFR Zone
- T4L - Limited Commercial Zone
- T4+ - Commercial Zone
- T5 - Heavy Commercial Zone
- T6 - Urban Core/Downtown

1:1,128

0 0.0125 0.025 0.05 mi

0 0.02 0.04 0.08 km

Gulfport GIS

Harrison County Geographic Information Services Department |

STATE OF MISSISSIPPI

COUNTY OF HARRISON

1st Judicial District
Instrument 2007 241 D -J1
Filed/Recorded 1 5 2007 11 33 A
Total Fees 12.00
2 Pages Recorded

REVIEWED

SCANNED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, DWIGHT E. FERGUSON, A SINGLE PERSON, 1058 SOUTH 9TH STREET, OCEAN SPRINGS, MS 39564, 618 281-9215, does hereby sell, convey and warrant unto LARS FULLER, 60 NORTH KEEBLE AVENUE, SAN JOSE, CA 95126, 408-295-5595, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

> Lot One Thousand Four Hundred Eleven (1411), OWEN HOMES SUBDIVISION, Phase Two, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 33 at Page 34 thereof, reference to which is hereby made in aid of and as a part of this description.

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

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE, ON THIS THE 5TH DAY OF DECEMBER, 2006.

Dwight E. Ferguson

DWIGHT E. FERGUSON

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, DWIGHT E. FERGUSON, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 5th day of December, 2006.

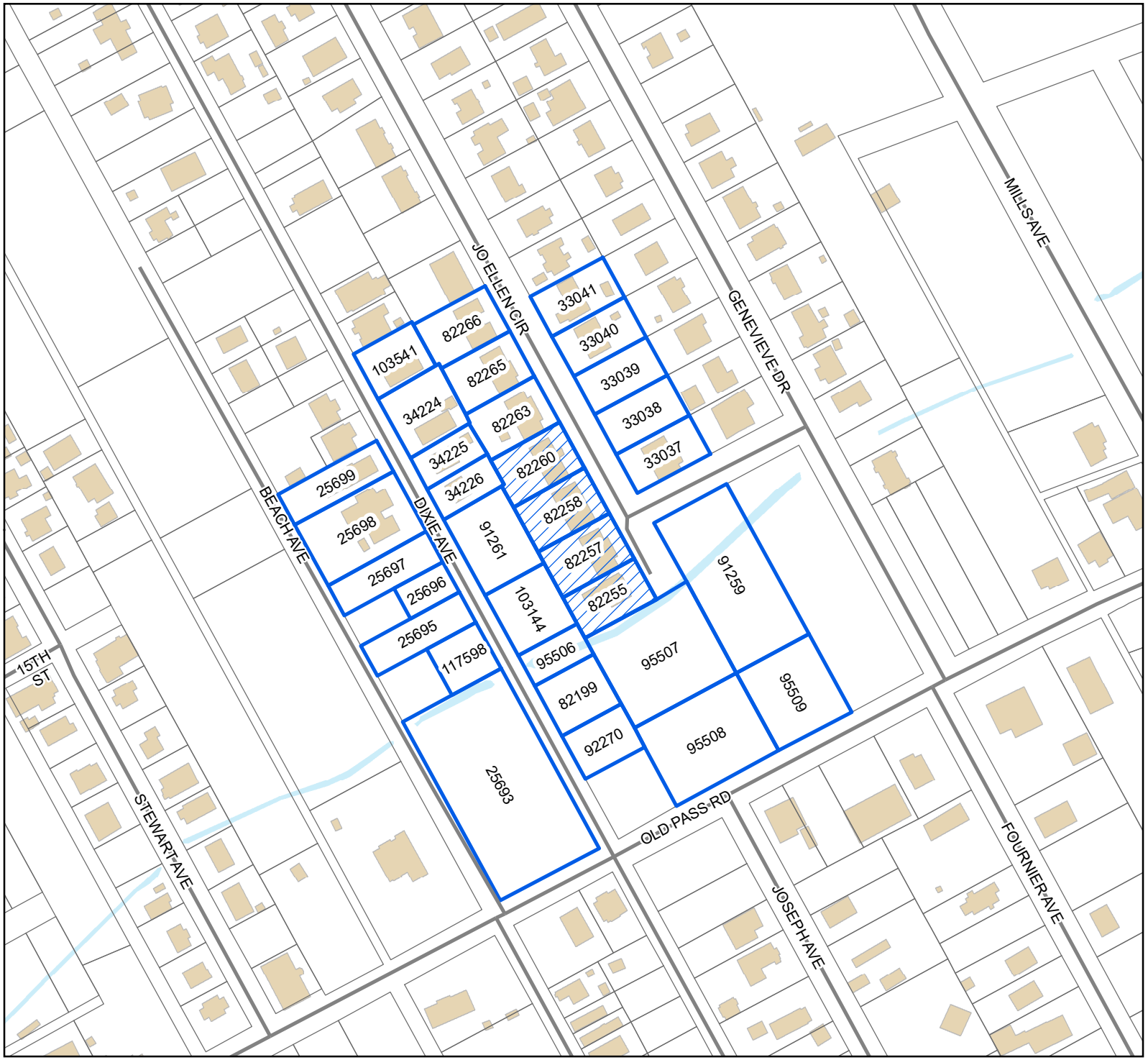
NOTARY PUBLIC

My Commission Expires:

Prepared by:
Gulf Title Company, Inc.
P. O. Box 280
Gulfport, MS 39502
(228) 865-0011
File #063141

2304PC041

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features

0 30 60 90

Yards

1 inch = 200 feet

N
W E
S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			JOELLEN PROPERTIES LLC(OWNER)	60 NORTH KEEBLE AVE	SAN JOSE	CA	95126
			HEINRICH & ASSOCIATES(AGENT)	1806 23RD AVE SUITE B	GULFPORT	MS	39501
			Adjacent Property Owners				
N	82257	0711K-04-037.008	JOELLEN PROPERTIES LLC	60 NORTH KEEBLE AVE	SAN JOSE	CA	95126
N	82266	0711K-04-037.003	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
	33038	0711K-04-016.000	HARPER LEE JR	1414 GENEVIVE DR	GULFPORT	MS	39501
N	82260	0711K-04-037.006	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
	25699	0711K-04-070.000	BOWERS SHARON	1407 DALECREST COURT	CHATTANOOGA	TN	37411
N	82258	0711K-04-037.007	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
	91259	0711K-04-039.000	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	103541	0711K-04-044.001	WORTHINGTON TAMARA L & MICHAEL W	1516 DIXIE AVE	GULFPORT	MS	39501
	33037	0711K-04-015.000	SKKM PROPERTIES LLC	179 KENMORE AVE	BILOXI	MS	39530
N	82255	0711K-04-037.009	FULLER LARS T	60 N KEEBLE AVE	SAN JOSE	CA	95126
	25697	0711K-04-072.000	STUBBS NATISHA JEFFERSON	1018 HARDY AVE	GULFPORT	MS	39501
	103144	0711K-04-041.005	LAMPLEY JOAN E	2622 BROADWATER DR	GULFPORT	MS	39507
	25693	0711K-04-076.000	SUTTON GEORGE M	1505 RICH AVE	GULFPORT	MS	39506
	33039	0711K-04-017.000	HARPER LEE MARVIN JR	C/O 1414 GENEVIEVE DR	GULFPORT	MS	0
	33040	0711K-04-018.000	SLOAN RUBY JEAN	1418 JO ELLEN CIR	GULFPORT	MS	39501
	34224	0711K-04-044.000	MAGEE GLORIA YVONNE	1500 DIXIE AVENUE	GULFPORT	MS	39501
	25696	0711K-04-073.000	CRUMPTON DOROTHY	P O BOX 1244	GULFPORT	MS	39502
N	95507	0711K-04-041.003	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	92270	0711K-04-040.002	HILL PAUL	9062 CHEVROLET DR	ELLICOTT CITY	MD	21042
N	82265	0711K-04-037.004	JOELLEN PROPERTIES LLC	60 N KEEBLE AVE	SAN JOSE	CA	95126
	34225	0711K-04-043.000	RAY MELVIN JEROME	1512 DIXIE AVE	GULFPORT	MS	39501
	34226	0711K-04-042.000	SMITH VANESSA ANN	1502 DIXIE AVE	GULFPORT	MS	39501
N	25695	0711K-04-074.000	OWEN JOE SAM	P O BOX 673	GULFPORT	MS	39502
N	95509	0711K-04-039.001	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	82263	0711K-04-037.005	BOLER LUCKY LINELL	1417 JO ELLEN CIRCLE	GULFPORT	MS	39501
	25698	0711K-04-071.000	HARRIS JOHN & BESSIE -EST-	1409 DIXIE AVE	GULFPORT	MS	39501
	33041	0711K-04-018.001	MULLINS DORETHA J -L/E-	1420 JOELLEN CIRCLE	GULFPORT	MS	39501
N	91261	0711K-04-041.001	LAMPLEY JOAN E	2622 BROADWATER DR	GULFPORT	MS	39507
	117598	0711K-04-075.001	WALKER DENISE F	P O BOX 1801	GULFPORT	MS	39502
N	95506	0711K-04-041.002	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	82199	0711K-04-040.001	OUSTERHOUT LLOYD	514 HARRELL RD	PELAHATCHIE	MS	39145
N	95508	0711K-04-041.004	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502

RE: Zoning Map Amendment 2304PC041, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, April 27, 2023.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-7.5 (SINGLE-FAMILY) DISTRICT TO R-2 (SINGLE-FAMILY) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008, and 0711K-04-037.009 which is generally described as being located North of Old Pass Road, South of First Street, East of Dixie Avenue, and West of and adjacent to Jo Ellen Circle, should be rezoned from its present classification of R-1-7.5 (Single-family) District to R-2 (Single-family) District. The Case File Number is 2304PC041; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-7.5 (Single-family) District to R-2 (Single-family) District.**

Ad valorem tax parcel numbers 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008, and 0711K-04-037.009 is legally described as:

> Lots One Thousand Four Hundred Nine (1409), One Thousand Four Hundred Thirteen (1413), One Thousand Four Hundred Fifteen (1415), One Thousand Four Hundred Nineteen (1419), One Thousand Four Hundred Twenty-One (1421) and One Thousand Four Hundred Twenty-Three (1423), OWEN HOMES SUBDIVISION, Phase Two (2), a subdivision according to the official map or plat thereof on file and of record in the office the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 33 at Page 34

thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning Tax Parcel Nos. 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008, and 0711K-04-037.009 from its present zoning classification of R-1-7.5 (Single-family) district to R-2 (Single-family) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

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

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

(SEAL:)

ATTEST: ADOPT:

_____ _____
CLERK OF THE COUNCIL PRESIDENT

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

_____
BILLY HEWES, Mayor

CITY OF GULFPORT PLANNING COMMISSION

2304PC041

TRANSCRIPT OF HEARING

April 27, 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF APRIL 2023 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
CHARLIE HEWES
HAROLD SPANN (not present, left meeting)
TIMOTHY DAIGLE, JR.
DOUG HANCOCK
CHRIS ROMANO
BRYAN JACOBS
VIRGINIA ADOLPH

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
MATILDA WELCH
LESLIE ERVIN

ALSO PRESENT:

HON. MARGARET MURDOCK, City Attorney

H2.4 Zoning Map Amendment 2304PC041

MS. ERVIN: Zoning Map Amendment 2304PC041 has been duly and timely noticed as required by law. The applicant requests to rezone from R-1-7.5 single to R-2 single family 1415 JoEllen Circle, 1413 JoEllen Circle, 1411 JoEllen Circle, 1409 JoEllen Circle, Ward 1. A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: Thank you.

Is the applicant here to speak for the request?

Yes, sir.

The record would show that Coach has stepped out. I assume there's going to be a return. But Coach has stepped out. I will make note that he has returned for the official record.

(Mr. Jones stepped out.)

MR. SCHNITZLEIN: Good evening. My name is Austin Schnitzlein , 1806 23rd Avenue, Gulfport.

We are requesting approval to rezone these four contiguous parcels from R-1-7.5 to R-2 because of an error in the zoning.

The current use is multifamily built in 1968. The adjacent properties are also multifamily use. And we would just like to bring this land use into conformance.

My client has several other multifamily

properties on JoEllen. And we originally met with the planning department on all of his properties on JoEllen, and during that meeting, they recommended to rezone the property from R-1-7.5 to R-2 to bring these properties and its use into conformance.

So we've brought several of his properties to y'all, and y'all have approved them for the R-2. And this map doesn't show it very well, but if you see here we have an L-shaped, and that was the original rezone that we did for our client. And so what we're asking for is his remaining properties to the south which is four parcels.

And I'll be happy to answer any questions for y'all.

MR. WILLIAMS: Thank you, sir.

MR. SCHNITZLEIN: Thank you.

MR. WILLIAMS: Any questions of the applicant or the staff at this time?

Let the record reflect that Coach Jones has rejoined the meeting.

(Mr. Jones returns.)

MR. HANCOCK: I would just make the comment that I guess generally going from an R-1-7.5 to an R-2 is a good thing. But would this be considered a spot zone if these R-1-7.5 four lots are right in the middle of -- if you change them to an R-2 and they're surrounded on all four

sides by R-1-7.5?

MR. HOLMES: In this case, I believe a while back there were some other rezonings that were done right up adjacent to these. It was connectivity from the last one on the other side of the street where they're already R-2 that connected the original lots. So this is just a continuation of what's already -- this body has already recommended (inaudible).

MR. SCHNITZLEIN: I'm going to pass these out. This is the zoning, the zoomed out area. There's R-2 all around the area, to the south and to the east.

And I have pictures of the existing duplexes if you all would like to see them.

MR. DAIGLE: Austin, what kind of homes do you have in this -- on the properties? There are pre-existing homes that are already there?

MR. SCHNITZLEIN: They're pre-existing homes built approximately in 1968, and they are duplexes.

MR. DAIGLE: Okay. So are they conforming right now to the existing zone? I mean, that by bringing it to R-2, you're making them conforming to what's on the property?

MR. SCHNITZLEIN: Correct. Yes. And I believe you all have the authority to also rezone the property to the north if you all wanted to to connect

everything.

MR. DAIGLE: Meaning, you want -- well, no. We're just talking about these right here.

MR. SCHNITZLEIN: Correct, correct.

MR. DAIGLE: So basically we're looking at a mistake in the zoning because these are nonconforming properties with the current zoning that they have.

MR. SCHNITZLEIN: correct. And there's also others north of my client's property that are duplexes that are improperly zoned.

MR. DAIGLE: Right. That can be for another day. Thank you.

MR. WILLIAMS: Anyone else here to speak for this request?

Anyone here to speak against this request?

Any other questions or comments, Commissioners? If not, I'll take a motion.

MR. DAIGLE: Motion to approve Case Number 2304PC041 with the stated conditions.

MR. WILLIAMS: Got a motion to approve. Do I have a second?

MR. HANCOCK: Second.

MR. WILLIAMS: Motion and a second to approve. Any further discussion? If not, all those in favor signify by saying aye. Any opposed? All right.

(Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2304PC041

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 5 pages constitute a true and correct transcription of said hearing held on the 27th day of April 2023.

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

Witness my signature this the 8th day of May 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
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 _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR THE "DIRECTOR OF LEISURE SERVICES DEPARTMENT" POSITION (GRADE 211A) 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, the position of Director of the City of Gulfport's Department of Leisure Services was previously vacated (and related required de-funding in accordance with the Governing Authority's adopted Ordinance pertaining to the same) and there is a need to re-fund this position in view of an appointment to this position to be submitted to the City Council for ratification; and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: "Director of Leisure Services Department" (one (1) position), which shall fall within the range set for Grade 211A ($71,858.68 - $106,476.92); 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) "Director of Leisure

Services Department" 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) "Director of Leisure Services Department" position is hereby added to and funded as the only such position in "Grade 211A" 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 15 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 "Director of Leisure Services Department" 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) 'Director of Leisure Services Department' position in Grade 211A 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) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(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 _____, 2023.

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 _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING,NUNC PRO TUNC, FOR THE SALARY OF COMPENSATION FORA "UTILITY BILLING SPECIALIST I" POSITION (GRADE 208) IN THE CITY OF GULFPORT, MISSISSIPPI'S DEPARTMENT OF FINANCE AND ACCOUNTING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

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

WHEREAS, there is a need to create one (1) new position of "Utility Billing Specialist I" within the City of Gulfport's Department of Finance and Accounting; and

WHEREAS, the salary of compensation for employees holding this one (1) position of "Utility Billing Specialist I" should fall within the range set for Grade 208 ($55,697.35-$82,925.77) in the City's presently existing Salary Grade Schedule; and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) "Utility Billing Specialist I" position is hereby being added to the "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) "Utility Billing Specialist I" position within the City's Police Department is hereby added to and funded as the only such position in "Grade 208" 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"), and as amended since, with funds hereby budgeted up to Step 7 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 employees holding this one (1) position (the "Utility Billing Specialist I" position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance provides for the salary of compensation in Grade 208 in the City of Gulfport's Salary Grade Schedule for one (1) 'Utility Billing Specialist I' within the City's Department of Finance and Accounting and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(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 _____, 2023.

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 _____, 2023, the following Resolution:

RESOLUTION OF THE GULFPORT CITY COUNCIL DETERMINING, ESTABLISHING, AND DESIGNATING URBAN RENEWAL AREA OR DISTRICT ALONG GOULD ROAD WITHIN THE CITY OF GULFPORT, MISSISSIPPI, AS APPROPRIATE FOR URBAN RENEWAL PLANS, PROJECTS, AND DEVELOPMENT, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi "Urban Renewal Law," Title 43, Chapter 35, Article I of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities in Mississippi, after making certain findings, to undertake and carry out urban renewal plans and projects as defined therein and to exercise various powers within slum and/or blighted areas in the City of Gulfport ("City"), including, but not limited to, those that have been impacted by flood, fire, hurricane, earthquake, storm, or other catastrophes for which the Governor of the State of Mississippi has certified the need for disaster assistance under Federal Law; and

WHEREAS, Hurricane Katrina struck the Mississippi Gulf Coast on August 29, 2005, and caused catastrophic damage to the City, and the Governing Authority, pursuant to Sections 43-35-1 *et seq*., Mississippi Code of 1972, as amended, (the "Urban Renewal Act"), including Miss. Code Ann. § 43-35-13(g) (Rev. 2015), has determined that there are still numerous areas within the City, including that more particularly described or set out in **Exhibit "A"** attached hereto along or near Gould Road in Gulfport, Mississippi, which remain impacted from this historic natural disaster, as well as other natural disasters and catastrophes that have occurred since Hurricane Katrina, and in need of restoration, redevelopment, and/or new development; and

WHEREAS, the Governing Authority has further determined that that areas described or set out in **Exhibit "A"** attached hereto are (a) blighted and (b) the rehabilitation, conservation,

redevelopment or combination thereof of such areas are necessary in the interest of the public health, safety, morals and/or welfare of the residents of the City; and

WHEREAS, the lands and area that are set forth, described, and/or delineated in attached **Exhibit "A"** that are presently developed or underdeveloped are also determined to be blighted in that (i) there is a need to eliminate unsafe conditions associated with elevated criminal activity emanating from within these areas that have had and will continue to have adverse impacts within and surrounding this area and constitute significant threats to the public health and safety, (ii) there is a presence of deteriorated or deteriorating structures, (iii) these have inadequate streets layouts and pedestrian/traffic connectors/pathways, outmoded street patterns, unsuitable topography, or faulty or deficient lot layouts in relation to size, adequacy, accessibility or usefulness, (iv) there is a variety of ownership and defective or unusual conditions of title associated with these properties, and/or (v) there is a prevailing or existing need for the correlation of such areas of the City by streets and modern traffic requirements as well as other factors and conditions that retard development of these areas, collectively or singularly of which substantially impair or arrest the sound growth of the City; and

WHEREAS, in accordance with authorities and powers under the Urban Renewal Act, and other authorities and powers conferred upon the City as a municipality in the State of Mississippi, the Governing Authority does hereby find, determine, establish, and designate that areas set forth, described, and/or delineated in **Exhibit "A"** attached hereto as an "Urban Renewal Area" or district within the City for purposes of urban renewal projects or development in accordance with Miss. Code Ann. § 43-35-1, *et seq.* (Rev. 2015) and as being appropriate for "Urban Renewal Plans" and/or "Urban Renewal Projects" and/or development within the scope of the Urban Renewal Act**,"** including any improvements which originate within the district, but by

their nature, also extend outside of the district, such as, without limitation, traffic connectors, pedestrian pathways, and tram/pedestrian bridges.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY 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 Governing Authority hereby finds and determines that the areas that are described, set out, or delineated in **Exhibit "A"** attached hereto, with their extending improvements as referenced above, are blighted areas existing in the City of Gulfport and the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas are necessary and in the interest of the public health, safety, morals or welfare of the residents of the City.

SECTION 3. That the Governing Authority hereby finds and determines that those areas described, set out, or delineated in **Exhibit "A"** attached hereto, with their extending improvements as referenced above, shall be, and hereby are, established and designated as an "Urban Renewal Area" or district within the City, in accordance with Miss. Code Ann. § 43-35-1, *et seq.* (Rev. 2015), and as an area appropriate for "Urban Renewal Plans," "Urban Renewal Projects," and/or development or improvements within the scope of the Urban Renewal Act.

SECTION 4. That the Governing Authority reserves the right to continue to evaluate, assess, establish, and/or designate areas as blighted and in need of rehabilitation, conservation, redevelopment, or a combination thereof, in the best interests of the residents of the City and as "Urban Renewal Areas" or districts and/or otherwise appropriate for Urban Renewal Plans or Projects.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City's Governing Authority.

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 _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

Gould Road
Urban Renewal
District
HWY 605
LORRAINE RD
LORRAINE RD
GOULD RD
PECAN CIR
PINE DR
CEDAR ST
MAGNOLIA AVE
SWEETGUM ST
HIDDEN CREEK DR
CREEK DR
DLEY DR
Legend
Urban Renewal Area
Parcels
City Limit
0
250
500
Feet
N
W
E
S
FILE NAME:UrbanRenewal_20230526
PRODUCED: 26 May 2023
Division of GIS, City of Gulfport
(228) 868-2179, GIS@gulfport-ms.gov
REQUEST BY: Gulfport Legal (JBruni)
Imagery Date: Sept 2021

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

RESOLUTION OF THE CITY OF GULFPORT, MISSISSIPPI, ESTABLISHING AN EMERGENCY MEDICAL SERVICE DISTRICT, AND FOR RELATED PURPOSES

WHEREAS, the governing authorities of a municipality may act separately to establish an emergency medical service district (hereinafter "EMS District") to provide emergency hospital care and ambulance services for an area composed of all or part of the geographical area under its jurisdiction (see Mississippi Code Annotated, § 41-59-51 (Rev. 2013, as amended); and

WHEREAS, to establish an EMS District, the municipal governing authorities shall set forth and declare their intention to establish an EMS District and shall describe the following (see Mississippi Code Annotated, § 41-59-53 (Rev. 2013, as amended)):

A. The defined area to be served.

B. The emergency medical services to be provided.

C. The allocation of any expenses for such services among the participating subdivisions.

D. The form of administration for the district; and

WHEREAS, accordingly, the City of Gulfport, Mississippi, hereby sets forth and declares its intention to establish an EMS District within the City of Gulfport and further sets forth and declares the following:

A. *The defined area to be served.* The defined area to be served shall be that geographical area found within the corporate boundaries of the City of Gulfport as now and may hereafter exist.

B. *The emergency medical services to be provided*. The emergency medical services to be provided shall include and consist of basic and advanced life support ambulance services and related emergency services.

C. *The allocation of any expenses for such services among the participating subdivisions.* As the City of Gulfport shall be the only political subdivision participating in the EMS District, all expenses associated therewith shall be borne by the City of Gulfport, Mississippi.

D. *The form of administration for the district.* The form of administration for the district shall be the City of Gulfport, Mississippi, by and through its duly and unanimously appointed executive manager who position shall be titled Emergency Services Coordinator (hereinafter, "ECS"). In conjunction therewith, the Emergency Services Coordinator shall develop protocols and the City of Gulfport, Mississippi, will enter into an Advanced Life Support Ambulance Service agreement with a qualified provider which will address and include but not be limited to the following:

A. Manpower.
B. Training.
C. Communications.
D. Transportation.
E. Facilities.
F. Critical care units.
G. Public safety agencies.
H. Consumer participation.
I. Access to care.
J. Patient transfer.
K. Coordinated patient recordkeeping.
L. Public information and education.
M. Review and evaluation.
N. Disaster plan.
O. Mutual aid; and

WHEREAS, the EMS District created herein is authorized to receive and expend funds from any source for the proper use and manner provided by law for municipalities, and the City of Gulfport may expend funds from any source for the necessary and proper support of the EMS District created hereunder and may expend such funds by making a lump sum payment to the ESC (see Mississippi Code Annotated, § 41-59-57 (Rev. 2013, as amended)); and

WHEREAS, the EMS District created herein is authorized to borrow funds in anticipation of tax receipts otherwise provided by law (see Mississippi Code Annotated, § 41-59-59 (Rev. 2013, as amended)); and

WHEREAS, the duly promulgated Bureau of Emergency Medical Services Regulations of the Mississippi Department of Health (Title 15, Part 12, Subpart 31), as may be applicable, are hereby incorporated herein in their entirety and the City recognizes and assents to their applicability and the applicability of any amendments or additions thereto as may be duly and properly adopted; and

WHEREAS, the City of Gulfport, Mississippi, having declared its intent to create an EMS District, hereby acknowledges all applicable statutes and regulations as provided herein, and shall insure compliance and adherence to the same, and any statutes and regulations as may be amended or adopted hereafter, by and through its ESC.

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 City of Gulfport, Mississippi hereby establishes an EMS District comprising the current and any future expanded corporate boundaries of the City of Gulfport, Mississippi, in accordance with and in adherence to all applicable statutes as provided herein and otherwise applicable, and all applicable regulations as provided herein or otherwise applicable.

SECTION 3. That this Resolution shall be in effect immediately upon passage and it shall be spread upon the minutes of the Gulfport City Council and a copy shall be provided to the Mississippi Department of Health.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the Resolution adopted, this the_____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

BILLY HEWES, MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE "ACKNOWLEDGMENT OF REVERSION OF PROPERTY BACK TO THE CITY OF GULFPORT, MISSISSIPPI", AND FOR RELATED PURPOSES

WHEREAS, on or about April 6, 1954, the City of Gulfport conveyed certain real property to the Independent Order of Odd Fellows of Mississippi, Gulfport Lodge No 148 ("IOOF")pursuant to that certain Quit Claim Deed which is recorded in the Chancery Clerk's Land Records of Harrison County, First Judicial District, at Deed Book 380, Pages 380-381; and

WHEREAS, the aforementioned Quit Claim Deed contained a reverter provision that required that the titled interest conveyed to the IOOF in the said Quit Claim Deed would automatically revert back to the City of Gulfport, Mississippi, at the time the property conveyed therein ceased to be used for the "purpose of providing a site for the Gulfport lodge No. 148, IOOF, to build a Lodge Hall in which to perform Lodge functions and rituals"; and

WHEREAS, as of March 1, 2018, the City of Gulfport and the IOOF agree and acknowledge that the Property is no longer used for the "purpose of providing a site for the Gulfport lodge No. 148, IOOF, to build a Lodge Hall in which to perform Lodge functions and rituals"; and

WHEREAS, the City of Gulfport and the IOOF further agreed and acknowledge that the titled interested conveyed by the City to the IOOF in the aforementioned Quit Claim Deed did, therefore, revert back to the City as of March 1, 2018; and

WHEREAS, an "ACKNOWLEDGMENT OF REVERSION OF PROPERTY BACK TO THE CITY OF GULFPORT, MISSISSIPPI" has been prepared and is attached hereto as Exhibit "A" for approval and it is believed that it is in the best interest of the City to do so.

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 "ACKNOWLEDGMENT OF REVERSION OF PROPERTY BACK TO THE CITY OF GULFPORT, MISSISSIPPI" 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 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(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 _____, 2023.

APPROVED:

_____

MAYOR

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq., MS Bar #9824
Assistant City Attorney
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

Indexing Instructions: Lots 4, 5, and 6, Block 30, Original Gulfport, First Judicial District, Harrison County, Mississippi

ACKNOWLEDGMENT OF REVERSION OF PROPERTY BACK TO THE CITY OF GULFPORT, MISSISSIPPI

The undersigned parties do hereby acknowledge that the City of Gulfport, Mississippi, did convey the property described in what is attached hereto as Exhibit "A" (herein the "Property") to the Independent Order of Odd Fellows of Mississippi, Gulfport Lodge No. 148 ("IOOF") by way of a quit claim deed signed on April 6, 1954, and recorded in the Land Records of the Harrison County Chancery Clerk's Office in Deed Book 380 on pages 380-381 ("Deed"). This conveyance contained a reverter provision that required that the titled interest conveyed to the IOOF in the said Deed would automatically revert back to the City at the time the property ceased to be used for the "purpose of providing a site for the Gulfport Lodge No. 148, IOOF, to build a Lodge Hall in which to perform Lodge functions and rituals."

The undersigned parties do hereby further agree and acknowledge that the Property did cease to be used for the purpose of providing a site for the Gulfport Lodge No. 148, IOOF, to build a Lodge Hall in which to perform Lodge functions and rituals" as of March 1, 2018, and the parties further do hereby acknowledge and agree that the titled interest conveyed by the City in the Deed did therefore revert back to the City as of March 1, 2018.

WITNESS OUR SIGNATURES on the dates hereinafter set forth below, with the representatives of these signing entities having first received proper authority from their respective governing authorities/boards.

(SIGNATURES ON THE FOLLOWING PAGES)

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

BY:_____

ITS: Mayor_____.

ATTEST:

_____
RASHIDA BELL, CITY CLERK

Independent Order of Odd Fellows of Mississippi, Gulfport Lodge No. 148
14035-L Airport Road
Gulfport, Mississippi 39503
Telephone: (228) 863-5951

Mitzi Rayborn - Grand Sec.
BY: _____, Gvd. T.
Secretary
ITS: _____.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the_____day of_____, 2023, BILLY HEWES, who acknowledged to me that he is the duly elected Mayor of the City of Gulfport, Mississippi, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

_____
NOTARY PUBLIC

My Commission Expires:

_____

(SEAL)

EXHIBIT "A"

Lots 4, 5, and 6, Block 30 of Original Gulfport, as shown by map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING COOPERATIVE AGREEMENT BETWEEN THE JOB CORPS CENTER AND THE CITY OF GULFPORT AND TO AUTHORIZE THE EXECUTION OF THE SAID COOPERATIVE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and thru its Police Department, and the Gulfport Job Corps Center desire to formalize the policy and procedures for referral of criminal complaints from and police response to and to provide for mutual assistance by and between the City of Gulfport and the Gulfport Job Corps Center; and

WHEREAS, pursuant to the proposed Cooperative Agreement, a copy of which is attached hereto as Exhibit "A", the City and the Gulfport Job Corps Center establish responsibilities for each party with respect to criminal complaints as they may occur on or near the Job Corps campus.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to enter into the proposed Cooperative Agreement (attached hereto as Exhibit "A") concerning the responsibilities of the City and the Job Corps with respect to criminal complaints as may occur on or near the Job Corps and that the Mayor and Chief of Police be and they are hereby 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 _____, 2023.

(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 _____, 2023.

APPROVED:

_____

MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks

Date: May 17, 2023

Re: Cooperative Agreement – Job Corps

Please see the attached cooperative agreement with the Gulfport Job Corps Center and the Gulfport Police Department. This agreement details the Gulfport Police Department's response and protocols with relation to the Gulfport Job Corps Center. Please review for consideration at the next available council meeting.

COOPERATIVE AGREEMENT BETWEEN THE

GULFPORT JOB CORPS CENTER AND THE LAW ENFORCEMENT AGENCY OF THE CITY OF GULFPORT

GULFPORT JOB CORPS CENTER

THE CITY OF GULFPORT POLICE DEPARTMENT

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps' current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

The Gulfport Job Corps Center provides comprehensive career development services to students including academic, career technical, social and independent living skills, career readiness training and support services. The Gulfport Job Corps Center is operated by Chugach Education Services, INC, under contract with the United States Department of Labor.

Pursuant to Job Corps Policy and Requirements Handbook (PRH Chapter 5.3), a written cooperative agreement between the Gulfport Job Corps Center and the Gulfport Police Department law enforcement agency should be executed relating to management and jurisdiction for illegal activities as well as disposal of narcotics and confiscated weapons.

I. RESPONSIBILITIES

A. The Gulfport Job Corps Center Director has the primary responsibility for the safety and security of staff, students, visitors, and U.S. Government property on the grounds and in the facilities used by the center under U.S. Department of Labor guidelines and Federal Regulations. This includes the determination of which visitors may come onto the center and under what conditions.

B. While the Gulfport Police Department law enforcement agency has the primary law enforcement responsibility of the Gulfport Job Corps Center property, the Federal Bureau of Investigation holds original jurisdiction. The United States Attorney is the Federal Officer ultimately responsible for the maintenance of law and order on Federal property.

C. The Gulfport Police Department law enforcement agency and the Gulfport Job Corps Center agree to a mutual interest for maintaining a positive and collaborative working relationship in order to achieve their respective responsibilities. This includes: the prevention of crime; investigation of alleged crime; assurance of the safety, security and rights of students, staff and visitors on center; the protection of

the Center facilities; and mutually understanding, respecting and jointly carrying out their policies and procedures and obligations under federal, state, or local law. Where such obligations may appear to be in conflict, both parties agree the Gulfport Police Department law enforcement's judgment will prevail in matters of law enforcement until resolved by the United States Attorney's Office.

D. Federal agencies will maintain concurrent and/or original jurisdiction for matters of federal violations.

E. The Center's Manager of Safety, Security, Fire Prevention and Transportation will ensure the Gulfport Police Department law enforcement agency is aware of the juvenile status of any Gulfport Job Corps Center students in question.

II. PATROL OF FACILITY

A. Gulfport Job Corps Safety, Security, Fire Prevention and Transportation personnel will patrol the Center as scheduled by the Supervisor of Safety, Security, Fire Prevention and Transportation in accordance with a Campus Access Patrol Plan.

B. Emergency requests for back-up or mutual aid from the Gulfport Police Department law enforcement agency can be requested by the Safety, Security, Fire Prevention and Transportation personnel at the Gulfport Job Corps Center at any given time.

III. REPORTING AND INVESTIGATION OF CRIMINAL INCIDENTS

A. The Gulfport Police Department law enforcement agency shall be notified immediately of any criminal incidents occurring on the Gulfport Job Corps Center and will be the primary investigating agency. The Gulfport Police Department law enforcement agency shall determine whether an incident warrants referral to the criminal justice system by complaint or arrest; referred to the FBI for possible Federal prosecution; or whether it should be handled through the Gulfport Job Corps Job Corps Center disciplinary process.

B. Serious crimes known to be in progress or dangerous situations will immediately be reported to the Gulfport Police Department law enforcement agency with a request for assistance if necessary. The Gulfport Police Department law enforcement agency will, in turn, notify the Gulfport Job Corps Center when knowledge of a Gulfport Job Corps Center students' involvement in a serious crime or if a dangerous situation exists that could impact the Gulfport Job Corps Center or students. Serious crimes; include but not limited to, a homicide; a theft of a vehicle or other significant government-owned property; an assault or battery; a riot or similarly violent incident involving five or more students or persons; a sexual assault or rape as defined under state law.

C. Students may exercise their right to independently request issuance of a criminal complaint or request the assistance of any law enforcement agency having jurisdiction where the alleged offense occurred.

D. The Center Director or the Manager of Safety, Security, Fire Prevention and Transportation shall be the responsible reporting source for any possible criminal activity on behalf of the Center. Should such reports be made from other sources on Center, the appropriate law enforcement agency having jurisdiction shall notify the Manager of Safety, Security, Fire Prevention and Transportation for purposes of collaboration, exchange of information, joint investigation and response.

E. When there is an apparent conflict between state statutes and the federal regulations concerning the Gulfport Job Corps Center, the state statute as interpreted by the Gulfport Police Department law enforcement agency shall prevail for the initial response and action until resolved by the United States Attorney's office.

F. In accordance with the Code of Federal Regulations, Volume 55, No. 67, 638.534, the Gulfport Job Corps Center Director shall see that students who are to be interviewed by law enforcement officials as suspects in criminal cases are advised that they may secure a lawyer to represent them during the custodial interrogation.

IV. DISPOSAL OF NARCOTICS AND CONFISCATED WEAPONS

A. The Gulfport Job Corps Center will surrender all narcotics and confiscated weapons to the Gulfport Police Department law enforcement agency for disposal and complete the proper center chain of-custody requirements. Confiscated narcotics and weapons will be documented and secured in a locked safe in the Safety/Security/Fire Prevention/Transportation supervisor's office until turned over to local law enforcement.

B. The Gulfport Job Corps Center will request Gulfport Police Department enforcement assistance to ensure students have met the licensing and registration of items, such as firearms, that are barred from the Gulfport Job Corps Center but that students may otherwise legally possess. After law enforcement have confirmed the licensing of the firearm it will be returned to the student upon leaving the Center or mailed to that student.

C. Proper disposal of unauthorized goods that are not weapons or narcotics will be determined by the Manager of Safety/Security/Fire Prevention as in the case of aerosol cans, glass containers, metal combs etc.

V. REPORTING EMERGENCY SITUATIONS

A. Emergency contingencies, i.e., fire, flood, bomb threats, and any potential high risk emergency, will be reported immediately to the local law enforcement agency.

B. The Gulfport Job Corps Center Director is responsible for the health and safety of all students, staff members, and visitors of the center during time of emergency.

VI. REPORTING

A. The Gulfport Police Department law enforcement agency will notify the Center Director through the Manager of Safety, Security and Fire Prevention, of any arrests or criminal cases pending against a student, when possible.

VII. PROCEDURE FOR PROCESSING COMPLAINTS OF LAW ENFORCEMENT MISTREATMENT OF STUDENTS

A. Upon receiving a complaint of law enforcement mistreatment of a student, any Gulfport Job Corps Center personnel should contact the Manager of Safety, Security and Fire Prevention regarding the complaint.

B. The Manager of Safety, Security and Fire Prevention will notify the appropriate law enforcement agency that a complaint of student mistreatment has been made.

C. The Gulfport Police Department will conduct an investigation of the complaint.

D. The Gulfport Police Department will make a decision on the disposition of the complaint and if any disciplinary action is deemed necessary or applicable.

VIII. PROCEDURES TO FOLLOW WHEN CENTER OFFICIALS FIND POSSIBLE EVIDENCE OF CRIME IN THE COURSE OF A SEARCH CONDUCTED

A. The Gulfport Job Corps Center personnel should secure and protect the integrity of the evidence found.

B. The Gulfport Job Corps Center should immediately notify the Gulfport Police Department law enforcement agency when there is possible evidence of a crime.

1. Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by Gulfport Police Department law enforcement with a search warrant, except when delay would endanger the physical well-being of students.

IX. PROCEDURES FOR SEARCH, SEIZURE AND THE INVESTIGATION OF REPORTABLE CRIMINAL OFFENSES THAT OCCUR ON CENTER

A. The Gulfport Police Department enforcement agency will be responsible for the following:

1. Determine if a crime has been committed, investigate, then take the appropriate action according to the agency's procedures/policy.

2. Determine the scope of any search and obtain a warrant when appropriate

3. Have total responsibility to gather evidence, secure crime scenes, interview suspects and make arrests.

X. PROCEDURE FOR THE RELEASE OF STUDENTS TO CENTER OFFICIALS FOR DISCIPLINARY ACTION WHEN STUDENTS ARE INVOLVED IN MINOR OFFENSES OFF CENTER

A. In a situation when students are off Job Corps Campus and are involved in minor offenses, it shall be left to the discretion of the appropriate law enforcement agency whether or not students are to be turned over to Center Personnel for disciplinary action.

XI. PROCEDURE FOR A STRIP SEARCH OF A STUDENT

A. *Gulfport Job Corps Center shall not conduct strip searches of students. If the Center Director believes a strip search of a student is necessary, the local law enforcement agency will be contacted and a request made to perform such a search in accordance with their procedures and guidelines.* **Not Applicable**
Per the Cooperative Agreement of 2017 the Gulfport Police Department will not conduct strip searches of students.

XII. PROTOCOL

A. It is the intention of this protocol to delineate the responsibilities of the Gulfport Job Corps Center Safety, Security and Fire Prevention Department and the Gulfport Police Department law enforcement agencies who have concurrent jurisdictional responsibility on the Job Corps Center facility.

B. This cooperative agreement is in compliance with 20 C.F.R. 686.925(b) and Job Corps PRH-5.3, R3.

C. It is also the intent of this protocol to establish a closer working relationship with all agencies involved.

1. In situations of student group unrest, the Gulfport Police Department law enforcement agency will assist in coordination with the Center Senior Staff Member present.

2. Gulfport Job Corps Center staff will comply with all Federal Regulations as they apply to the protection of student rights.

3. Gulfport Job Corps Center staff will be responsible to conduct and administer the Center's disciplinary system within approved Department of Labor guidelines.

XIII. DEFINITION

A. The Gulfport Job Corps Center Duty Officer is the designated individual responsible for center operations when the Center Director or Deputy Center Director and/or Manager of Programs; is off-center property.

XIV. TERMS OF AGREEMENT

This agreement may be altered through amendment at any time provided that all parties agree and such amendments are within Federal, State and Local Law. This agreement shall be in effect until there is a change in positions, or terminated by written notice, or agreement expiration.

This agreement shall be in effect for the one year period July 1, 2023 to June 30, 2024.

FOR: GULFPORTJOB CORPS CENTER

Center Director: _____ Date: _____

FOR: THE CITY OF GULFPORT POLICE DEPARTMENT

Chief of Police: _____ Date: _____

Phone No. 228-323-1719 E-mail: acooper@gulfport-ms.gov

A copy of this agreement, when approved, will be forwarded to the appropriate United States Attorney's Office and to the United States Department of Labor, National Office of Job Corps and the appropriate Regional Office of Job Corps.

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 _____, 2023, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING TERMS OF SERVICE WITH AND PROPOSAL FROM DEERE CREDIT, INC., AND FOR RELATED PURPOSES

WHEREAS, the City desires to lease twelve (12) pieces of equipment from John Deere (Deere Credit, Inc.), as more fully described in the "Equipment Proposal" previously approved by the City Council for use at the Sportsplex and by the City's beautification teams; and

WHEREAS, the Department of Leisure Services has requested approval of the Master Lease Agreement concerning the same by the City Council; and

WHEREAS, the City finds that approval of the Master Lease Agreement, as recommended by the Department of Leisure Services, 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 lease of twelve (12) pieces of equipment for use by the Department of Leisure Services at the Sportsplex and by the beautification teams as more fully described in the "Master Lease Agreement" attached hereto as a part of Exhibit "A", be and the same is hereby approved,. and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	**020-0058651-006**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 1410 24TH AVE, , GULFPORT, MS 39501-2067
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Property Tax	*Sales/Use Tax	Total Lease Payment
05/12/2023	05/12/2026	36	$5,416.63	$243.88	$0.00	$5,660.51

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
12	05/12/2023	Internal Rate of Return minus 2 percent (2%)

Billing Period	Irregular Payments
☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Irregular	

PAYMENT DUE AT SIGNING

Advance Lease Payment**	$5,660.51
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	$5,660.51

Advance Lease Payment includes the first (1**) and last (**0**) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hour Limit. If the Lease is terminated, cancelled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier (Name & Address)	BEARD EQUIPMENT COMPANY 2459 NORTH BELTLINE HWY, MOBILE, AL 36617

EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment
2023	JD	7200A PRECISIONCUT TRIM AND SURROUNDS MOWER	1TC7200AJPV100021	1	600/YR	$15.00/HR	$1,222.34
2023	JD	PROGATOR 2020A (GAS)	1TC202ATVNT160064	1	600/YR	$15.00/HR	$753.39
2023	JD	PROGATOR 2020A (GAS)	1TC202ATAPT160389	1	600/YR	$15.00/HR	$752.44
2023	JD	SPRAYER, HD200	1TC200GXKPT140118	1	600/YR	$15.00/HR	$461.22
2023	JD	Z950M ZTRAK	1TC950MDKNT120037	1	600/YR	$15.00/HR	$324.20
2023	JD	Z950M ZTRAK	1TC950MDENT120078	1	600/YR	$15.00/HR	$324.20
2023	JD	Z950M ZTRAK	1TC950MDJNT120217	1	600/YR	$15.00/HR	$324.20
2023	JD	Z920M ZTRAK	1TC920MVPNT120149	1	600/YR	$15.00/HR	$280.68
2023	JD	GATOR TX (MODEL YEAR 2023)	1M04X2XDCPM181165	1	600/YR	$15.00/HR	$243.49
2023	JD	GATOR TX (MODEL YEAR 2023)	1M04X2XDTPM181166	1	600/YR	$15.00/HR	$243.49
2023	JD	GATOR TX (MODEL YEAR 2023)	1M04X2XDCPM181240	1	600/YR	$15.00/HR	$243.49
2023	JD	GATOR TX (MODEL YEAR 2023)	1M04X2XDAPM181239	1	600/YR	$15.00/HR	$243.49

Equipment Location	1410 24TH AVE, GULFPORT, MS, 39501-2067	OUTSIDE city limits: ☑	HARRISON COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

CITY OF GULFPORT
1410 24TH AVE
GULFPORT, MS 39501-2067

By: _____
BILLY HEWES, MAYOR

Date: _____

LESSOR

DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	**020-0058651-006**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 1410 24TH AVE, , GULFPORT, MS 39501-2067
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF GULFPORT, as Lessee ("you" or "your"). Pursuant to Section 8 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.
- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.
- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.
- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.
- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.
- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter. For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR
CITY OF GULFPORT 1410 24TH AVE GULFPORT, MS 39501-2067	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ BILLY HEWES, MAYOR	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	**020-0058651-006**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 1410 24TH AVE, , GULFPORT, MS 39501-2067
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE

CITY OF GULFPORT
1410 24TH AVE
GULFPORT, MS 39501-2067

By: _____
BILLY HEWES, MAYOR

Date: _____

LESSOR

DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**020-0058651-006**
Master Lease Agreement No.	**0058651**

Lessee: (Name & Address)	**CITY OF GULFPORT** 1410 24TH AVE, , GULFPORT, MS 39501-2067
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE

CITY OF GULFPORT
1410 24TH AVE
GULFPORT, MS 39501-2067

By: _____
BILLY HEWES, MAYOR

Date:

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

JOHN DEERE FINANCIAL

Advance Lease Payment Invoice

Due Date:	**05/12/2023**
Total Due:	**$5,660.51**

Billing Address:	**Updated Billing Information:**
CITY OF GULFPORT **PO BOX 1780** **GULFPORT, MS 39502-1780**	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number	0058651

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
268853	**JD**	**7200A**	**1TC7200AJPV100021**	**05/12/2023**	**$5,660.51**	**$0.00**	$0.00	**$5,660.51**

Correspondence Only:	**Remit Checks Payable To:**
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (888) 777-2560 Fax: (888) 777-2561	**Deere Credit, Inc.** **Attn: Acct. Dept. – ALP Processing** **PO Box 6600** **Johnston, IA 50131-6600**

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of $20.00 or an amount not to exceed the highest amount permitted by law.

Automatic Payment Enrollment

☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

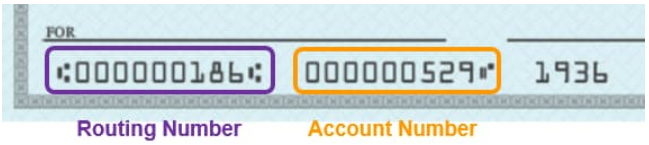
Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): _____

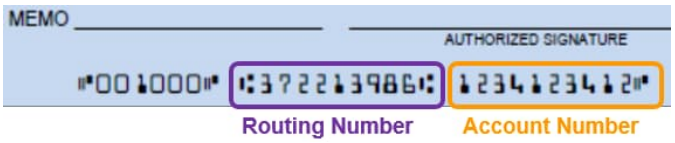
Bank Account Number: _____

Examples: *(a voided check is not required)*

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
13839965	CITY OF GULFPORT,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-Onn transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my back account.

I understand any payment due prior to the month I requested above for each individual account must be make in order to be eligible for automatic payment for that account.

_____ _____

Bank Account Owner Signature Date Bank Account Owner Phone Number

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: CITY OF GULFPORT

Address: 1410 24TH AVE, GULFPORT, MS 39501-2067

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

	Quantity	Year	Manufacturer	Equipment Description
	1	2023	JOHN DEERE	7200A PrecisionCut Trim and Surrounds Mower
	Quantity	**Year**	**Manufacturer**	**Equipment Description**
	4	2023	JOHN DEERE	GATOR TX (Model Year 2023)
	Quantity	**Year**	**Manufacturer**	**Equipment Description**
	3	2023	JOHN DEERE	Z950M ZTrak
	Quantity	**Year**	**Manufacturer**	**Equipment Description**
	1	2023	JOHN DEERE	ProGator 2020A (Gas)
	Quantity	**Year**	**Manufacturer**	**Equipment Description**
	1	2023	JOHN DEERE	ProGator 2020A (Gas)
	Quantity	**Year**	**Manufacturer**	**Equipment Description**
	1	2023	JOHN DEERE	SPRAYER, HD200

	Quantity	Year	Manufacturer	Equipment Description
	1	2023	JOHN DEERE	Z920M ZTrak

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MASTER SERVICE AGREEMENT WITH LEXIPOL, LLC, AND FOR RELATED PURPOSES

WHEREAS, the Police and Fire Department intend to offer wellness support to their employees via an application (i.e., an "app") offered by Lexipol, LLC; and

WHEREAS, the app offered by Lexipol, LLC, provides wellness benefits designed to assist employees with their mental and physical health, as well as peer support; and

WHEREAS, the app can assist fire fighters and police officers in recovering from stressful event by providing tools and education that they can use in addressing any stress inducing event; and

WHEREAS, approval of the master service agreement with Lexipol, LLC, is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the Master Service Agreement between the City of Gulfport and Lexipol, LLC, in substantially the form attached hereto as Exhibit "A", be and the same is hereby approved, to the extent that it is subject to and complies with Mississippi law, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

_____

BILLY HEWES, MAYOR

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Gulfport Police Department (MS) 2220 15th St Gulfport, Mississippi 39501
Attention:	Deputy Chief Heather Dailey
Sales Rep: Lexipol's Address:	Kris Johanson 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Gulfport Police Department (MS)		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

FY23 Proration

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (Start: 5/31/2023 End: 9/30/2023)	USD 11,762.56	10%	USD 1,176.26	USD 10,586.30
	Subscription Line Items Total			**USD 1,176.26**	**USD 10,586.30**
				USD 1,176.26	**USD 10,586.30**

FY23 Proration Discount:	USD 1,176.26
FY23 Proration TOTAL:	USD 10,586.30

FY24 Annual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	CordicoShield Law Enforcement Wellness App (12 Months)	USD 35,000.00	10%	USD 3,500.00	USD 31,500.00
	Subscription Line Items Total			**USD 3,500.00**	**USD 31,500.00**
				USD 3,500.00	**USD 31,500.00**

FY24 Annual Subscription Discount:	USD 3,500.00
FY24 Annual Subscription TOTAL:	USD 31,500.00

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes
Early Adopter program.

Notes
Pricing includes all officers, firefighters, admin staff, families, and retirees.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

---

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

Copyright © Lexipol, LLC 1995-2023

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Copyright © Lexipol, LLC 1995-2023

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

Copyright © Lexipol, LLC 1995-2023

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Deputy Chief Heather Dailey

Date: May 11, 2023

Re: Lexipol

Please see the attached documentation for an agreement regarding mental health wellness. This is an app for police and fire that provides an array of wellness benefits such as mental health, physical health, and peer support. It also aids stress management and healthy daily habits.

This app will act as a tool to provide officers and fire fighters with educational guidance on how to better recover from stressful events. It provides them the tools and education on how to notice their own stress and how to positively address it.

Please review for consideration at the next available council meeting.

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF BUSINESS FIBER SERVICES AGREEMENT WITH CABLE ONE, INC. D/B/A SPARKLIGHT, AND FOR RELATED PURPOSES

WHEREAS, the City desires to extend fiber service to the Events and Harbor Lights warehouses located at 424 34th Street and 1535 29th Street, both within the City of Gulfport; and

WHEREAS, the Leisure Services Department has requested the City approve a Business Fiber Services Agreement with Cable One, Inc. d/b/a Sparklight to provide internet service at the new locations, as more fully set forth in the proposed Agreement, attached hereto as Exhibit "A", as well as the Addendum thereto; and

WHEREAS, the City finds that approval and execution of the Business Fiber Services Agreement with Cable One, Inc. d/b/a Sparklight, as found at Exhibit "A" hereto, along with the Addendum thereto, is in the best interest of the City of Gulfport.

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

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

Section 2. That the proposed Business Services Agreement with Cable One, Inc. d/b/a Sparklight, as attached hereto as Exhibit "A" be, and the Addendum thereto, and they are hereby approved, and the Mayor is hereby authorized to sign and execute said agreement and addendum in writing in behalf of the City of Gulfport, Mississippi.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____
MAYOR

Sparklight Business	**Business Service Agreement** **Date: 5/25/2023**

OFFICE:	BILOXI, MS	**ACCOUNT EXECUTIVE:**	Christopher Fowler
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight ("Sparklight Business")	**TELEPHONE:**	(228) 365-6827
STREET ADDRESS:	1635 Popps Ferry Road Ste A	**FAX:**	
CITY/STATE/ZIP	Biloxi | MS | 39532	**EMAIL:**	christopher.fowler@sparklight.biz

CUSTOMER COMPANY NAME	City of Gulfport	**AUTHORIZED CUSTOMER CONTACT:**	Rick Fisher
STREET ADDRESS:	2309 15th St	**TELEPHONE:**	2288685734
CITY/STATE/ZIP	Gulfport, MS, 39502	**EMAIL:**	rfisher@gulfport-ms.gov

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
$600.00	$0.00	$4,111.00	N	

Term Length: 60

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	SERVICE MRC
Christmas Lights Warehouse	1535 29th Ave Gulfport, MS 39501	$300.00
424 34th	424 34th St Gulfport, MS 39507-2900	$300.00

EPL DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price Each	Service MRC
Christmas Lights Warehouse	1	MEF Priority	1000	$300.00	$300.00
424 34th	1	MEF Priority	1000	$300.00	$300.00

UNIVERSAL SERVICE FUND AGREEMENT

Customer must initial one INTERstate or INTRAstate column beside each circuit listed below to indicate the destination of the traffic. By initialing the INTERstate column Customer represents that more than 10% of the traffic on that EPL (Ethernet Private Line) / Wavelength / EZ Ethernet circuit terminates out of state (INTERstate) which is subject to FUSF (Federal Universal Service Fund). By initialing the INTRAstate column Customer represents that 10% or less of traffic is INTERstate which is subject to SUSF (State Universal Service Fund) if that particular state charges USF tax.

LOCATION(S) WITH SERVICE IN THIS AGREEMENT

Site Name	**Address**
Christmas Lights Warehouse	1535 29th Ave Gulfport, MS 39501
424 34th	424 34th St Gulfport, MS 39507-2900

INTERstate	INTRAstate

TOTAL EPL CIRCUITS: 2

SPECIAL CONDITIONS

Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at $20,316.75, incurred up to the date of cancellation.

AGREEMENT

THE SERVICE CHARGES TOTAL $600.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	
EFFECTIVE DATE	

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	
PRINTED NAME	Ken Conner
TITLE	Vice President, Sales
EFFECTIVE DATE	

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement (“Agreement”) is made on 5/25/2023 by and between Cable ONE, Inc. (“Sparklight”) located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Gulfport(“Subscriber”), located at 2309 15th St, Gulfport, MS, 39502.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service (“Data Service”) to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber’s sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight’s Managed Service to run for a term consecutive with Subscriber’s Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber’s site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber’s firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber’s firewall policy within four business hours of receiving Subscriber’s request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 60 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 60 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a)
invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b)
access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c)

collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d)
upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e)
alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f)
restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g)
interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;

(h)
falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or

(i)
resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that

Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event

Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a)EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES.

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES
SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

(a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APLICABLE;
(b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
(c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
(d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

(a)
Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b)
Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)
This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)
This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)
The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)
If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers to electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.

EVENTS DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

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

FROM: William Lehman, Special Events Manager

DATE: May 11, 2023

RE: Sparklight – Fiber Connection

The Events Department requests approval to add 2 additional locations onto our existing franchise agreement with Cable One Inc. d/b/a Sparklight. The warehouse locations are 1535 29th Ave and 424 34th St. These are the two locations that Events and Harbor Lights will be operating out of. Addition onto the city network will allow fast day to day operations, use of city phone services and linked into the city security camera systems. These funds are currently within both the Harbor Lights and Events budget and are not requesting for any additional funding.

Thank you in advance for your consideration. Please reach out if you have any questions.

William Lehman
Special Events Manager
Office of the CAO

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE PROPOSAL BETWEEN ENGINEERED COOLING SERVICES AND THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport's Curry Public Safety Building requires an annual PM and Engineered Cooling Services is capable of providing the said services; and

WHEREAS, Engineered Cooling Services has provided a Service Proposal outlining the PM work to be undertaken and the cost for said services and said Service Proposal is attached hereto as Exhibit "A"; and

WHEREAS, approval of the Service Proposal is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the Service Proposal attached hereto as Exhibit "A" be and the same is hereby approved, to the extent that the same complies with Mississippi law, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(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 _____, 2023.

APPROVED:

_____
MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks

Date: May 16, 2023

Re: Engineered Cooling Services

Please see the attached Engineered Cooling Services related documents. This agreement is for maintenance related service for the Police Department air conditioning systems. Please review for consideration at the next available council meeting.

P.O. Needed

Engineered Cooling Services

A Service Logic Company

Service Proposal

TO:	**Gulfport Police Dept** **2220 15th St** **Gulfport, MS 39501**	PROJECT:	**Annual PM**
		LOCATION:	**Designated Areas**
ATTN:	**Jeffrey Sellers**	PROPOSAL NO.	**Q-02-2021-208198**
PHONE:	**228-868-5919**	DATE:	**April 20, 2023**
EMAIL:	**jsellers@gulfport-ms.gov**	CONTRACT NO:	**04998**

THANK You FOR THE OPPORTUNITY OF PROVIDING You WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following: The necessary labor, materials, and expenses to perform one Annual PM at the above location during the period of May 2023 through April 2024.

Scope of Work: One time Annual PM

Air Cooled Chiller Units

1. Check performance of compressor, condenser and evaporator.
2. Check and adjust refrigerant controls.
3. Check and adjust safety controls.
4. Check equipment for any signs of leaks.
5. Check and ensure proper refrigerant charge.
6. Check compressor for proper oil levels.
7. Check for excess noise or vibration.
8. Check operation of automatic controls.
9. Check condition of electrical controls and wiring.
10. Purge non-condensables from refrigerant system as required.
11. Check and confirm proper operation of purge unit.
12. Check and record run-time hours on purge unit.
13. Check and record operating conditions.
14. Take oil sample for analysis (performed once during operating season).
15. Observe overall condition and report any deficiencies that are discovered.
16. Assure that the power supply to the chiller is secured at the main disconnect.
17. Inspect and calibrate operating controls.
18. Inspect all safety controls.
19. Clean or change oil filter as required (excludes internal oil filter).
20. Change all refrigerant and dehydrator filters.
21. Inspect starter, starter contacts and wiring.
22. Torque all electrical contacts.
23. Megohm chiller motor and oil pump.
24. Clean, brush and flush all the condenser tubes. This is vital for proper heat transfer.
25. Leak test chiller for refrigerant leaks.
26. Check operation of the oil sump heaters.
27. Check operation of the purge unit.
28. Wipe down exterior of the chiller and remove any debris from the chiller area.
29. Observe overall condition and report any deficiencies that are discovered.

Service Proposal

Pricing:

Annual PM:	**$3,156.00**
Service Office Location:	**Mobile Alabama**
6 Month Follow Up Inspection: (Scope of Work #1-15)	**$850.00**

Terms:

1. Work to be performed during normal hours of operation Monday thru Friday, overtime premiums excluded.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

SUBMITTED BY: ZACHARY POWELL

SIGNATURE: _____

TITLE: SALES ENGINEER

PHONE: 8520-572-1221

ACCEPTED BY: _____

SIGNATURE: _____

TITLE: _____

Terms and Conditions

1. OFFER AND ACCEPTANCE: Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a change of one and one-half {1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. INVOICING: Company reserves the right to issue partial or complete INVOICES *as* material is furnished and as services are rendered.
4. PERFORMANCE: Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. WARRANTY: Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.0.B. Point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same **guarantee it receives from the manufacturer.**

   THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
6. PATENTS: If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use in enjoined, Company, in lieu of all other liability except *as* above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
7. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT DR STRICT LIABILITY.
8. DELIVERY: Shipping dates are approximate only. No shipping date requested or specified by Client **will** be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.0.B. Factory, with title passing to Client upon delivery to the carrier by Company.
9. CANCELLATION: Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
10. DISPUTES AND CHOICES OF LAWS: This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
11. COST TO COMPANY: In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's-fees).
12. ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. ASSIGNMENT: Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____ Date: _____

(There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROPOSAL AND SERVICE AGREEMENT FROM JOHNSON CONTROLS RELATED TO REQUIRED FIRE PROTECTION MAINTENANCE IN THE SERVER ROOM , AND FOR RELATED PURPOSES

WHEREAS, the fire protection systems associated with the server room in the Robert Curry Public Safety building require periodic maintenance; and

WHEREAS, Johnson Controls has provided that maintenance for a number of years and has provided the proposal and service agreement attached hereto as Exhibit "A"; and

WHEREAS, approval of the proposal and service agreement from Johnson Controls is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the Proposal and Service Agreement between the City of Gulfport and Johnson Controls in substantially the form attached hereto as Exhibit "A" be and the same is hereby approved, to the extent that it is subject to and complies with Mississippi law, as is found in Exhibit "A", and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

_____

BILLY HEWES, MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks

Date: May 16, 2023

Re: Johnson Controls

Please see the attached Johnson Controls related documents. This agreement is for maintenance related service for the Police Department server room fire protection. Please review for consideration at the next available council meeting.

P.O. Needed

Johnson Controls Fire Protection LP
18 Boulden Circle
New Castle, De 19720
302-325-6300
www.johnsoncontrols.com

Johnson Controls

PROPOSAL AND SERVICE AGREEMENT

				Product Family:	Sprinkler-Wet Service Sales
Date:	3/1/2023	Customer #:	1934310	Prepared By:	
SR #:	54118904	JD Proposal #:		Name:	Dana Branton Phone #: 251-370-1927
Quote Ref:				Email:	Dana.Branton@jci.com

Site Information							Billing Information						
Name:	Gulfport Police HQ & Municiple						Name:	Gulfport Police HQ & Municiple					
Address:	2220 15th Street						Address:	2220 15th Street					
City:	Gulfport	State:	MS	Zip Code:		39501	City:	Gulfport	State:	MS	Zip Code:		39501

Purchaser Contact Information:
Name: Jeff Sellers Phone: 228-343-9545 Email: jsellers@gulfport-ms.gov

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Scope of Work

install pressure switch on pre action system and perform 3yr full flow trip test and 3yr air leakage test. Also Replace tamper switch for roof hose valves .

Prevailing Wage Required?	No	Working Hours: Based on normal business hours
Certified Payroll Required?	No	Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Customer/Site Tax Exempt?	No	

Payment Terms:

$2,733.40 **Two Thousand Seven Hundred Thirty Three Dollars and Forty Cents**

☑ Fixed Price ☐ Labor and Material ☐ NTE $2,733.40

"This Proposal is valid for 30 days"

Name: _____
Title: _____
PO # _____
Signature _____

Johnson Controls Fire Protection LP
Dana Branton
Dana.Branton@jci.com
251-370-1927

© 2021 Johnson Controls. ALL RIGHTS RESERVED

TERMS AND CONDITIONS

1. Term. The initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES**

SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ["Software"] offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event,

of the Agreement signed by Customer legally binds Customer and such fax copy is legally

Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies; (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor***: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller***: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions containedherein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

- This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement.

☐ YES: Please reference this PO Number. _____

AR Invoices are accepted via e-mail:

☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail.

☐ NO: Please submit via: _____

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICES AGREEMENT WITH POWERDMS, INC., AND FOR RELATED PURPOSES

WHEREAS, the Police Department intends to upgrade and enhance its ability to manage training records for its staff; and

WHEREAS, PowerDMS, Inc., provides appropriate records management services to assist the Police Department in reaching that goal; and

WHEREAS, approval of a services agreement with PowerDMA, Inc., is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the Services Agreement between the City of Gulfport and PowerDMS, Inc., in substantially the form attached hereto as Exhibit "A", be and the same is hereby approved, to the extent that it is subject to and complies with Mississippi law, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

_____

BILLY HEWES, MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks

Date: May 23, 2023

Re: PowerDMS Agreement

Please see the attached documentation for an agreement regarding Field Training Officer software. This program assists in the management of training records for police department staff.

There is an attached invoice which references the attached terms and conditions.

Please review for consideration at the next available council meeting.

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful

or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. Payment Terms.

   a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

   b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV's request therefor.

   c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

   a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing it obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

    a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

    b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.

    c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference: https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf.

    d) Data Responsibilities.

        i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

        ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

    e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the

nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the

execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.

c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

a) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

18. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or

usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.

21. General. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

[Signature Page to Follow]

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Services Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Exhibit B
PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability**. The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. **CAD/RMS Assumptions**. The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.

3. CAD/RMS Provisions. The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.

4. **SOW**. NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer

2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
   - Configure Customer administrator account - NEOGOV
   - Walk Customer through the survey builder - NEOGOV
   - Walk Customer through the rules builder - NEOGOV
   - Walk Customer through the Feedback Board- NEOGOV
   - Walk Customer through Activity /Survey tools- NEOGOV
   - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV

3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer

4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
   - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
   - Connect to Customer CAD/RMS Data – Customer
   - Test data – NEOGOV and Customer

5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
   - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
   - Configure the questions in the survey tool = NEOGOV and Customer
   - Configure the acceptable responses in the survey tool = NEOGOV and Customer
   - Configure additional criteria (Follow Up question only) = NEOGOV and Customer

- Send sample survey to Customer on text message = NEOGOV and Customer
- Review in Feedback Board and Activity Screens= NEOGOV and Customer

6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
   - Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
   - Configure the rules and texts = NEOGOV and Customer
   - Send example encounters to test rules = NEOGOV and Customer
   - Review in Activity= NEOGOV and Customer

7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
   - Configure Tasks and Task Assignments
   - Identify Personnel information needed for notifications and digest emails
   - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv

8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
   - NEOGOV will review standard visualizations and data in the dashboard
   - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
   - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment

9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services:
NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Exhibit C
HRIS Addendum

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the mutually agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module"):

1. Benefits Module Representative. Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.

2. Use of the Benefits Module.

   a) HR Users. Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.

   b) NEOGOV Not Fiduciary Advisor. Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financialor benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

   c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required

to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.

3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunderor the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).

4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")

   a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within themeaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefitor welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).

   b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing ordocument required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer orthe Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.

5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each paydate for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For

purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

   a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.

   b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.

   c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to performthe Payroll and Tax Services.

   d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform theHRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

   a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.

   b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.

   c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process directdeposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m.Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking

days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.

e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.

f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.

g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.

h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.

4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associatedwith collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOValso reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.

5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOVshall have no liability.

6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.

7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In

addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.

8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.

9. Additional Termination Rights.

   a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account isreturned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.

   b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Exhibit D
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segunda, CA 90245

NEOGOV

Contract Records		Order Details	
Account Number:	A-1382	**Order #:**	Q-211273
Customer:	Gulfport Police Department (MS)	**Quote Valid Until:**	6/19/2023
Employee Count:	274	**Subscription Start Date:**	6/19/2023
Sales Rep:	Jonathan Morejon	**Subscription Term in Months:**	12
Type:	Quote		

Customer Contact			
Billing Contact:	Gulfport Police Department (MS) Michael Saucier	**Shipping Contact :**	Gulfport Police Department (MS) Michael Saucier
Billing Address:	Post Office Box S Gulfport, MS 39502	**Shipping Address:**	Post Office Box S Gulfport, MS 39502
Billing Contact Email:	msaucier@gulfport-ms.gov	**Shipping Contact Email:**	msaucier@gulfport-ms.gov
Billing Phone:	2288685838	**Shipping Phone:**	2288685838
Billing Fax:		**Shipping Fax:**	

Payment Terms

Payment Term: Net 30 **Notes:**

PO Number:

Subscription Service

Year 1

Item	Type	Qty	Total
PowerFTO Subscription	Recurring	1	$5,751.90
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.			
PowerFTO Setup	Services	1	$2,900.00
The one-time implementation fee to build the site includes access to all online resources to assist in site customization, video tutorials, user-guides, an PowerFTO implementation specialist, and online user training sessions.			
		Year 1 TOTAL:	$8,651.90

TOTAL: $8,651.90

This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date.** The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV). The Subscription Start Date for each product shall be the signature date of Customer below unless otherwise specified in the product description above.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segunda, CA 90245

NEOGOV

Accepted and Agreed By Authorized Representative of:
Gulfport Police Department (MS)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

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 _____, 2023, the following RESOLUTION:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE CITYWIDE LIFT STATION REHABILITATION PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to rehabilitate all existing sewer pump station located within the city limits of the City of Gulfport; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount of $3,055,172.40 to go towards the total estimated cost of the project of $6,613,772.92, with the remainder of the funding from the project to come from funds received by the City pursuant to the American Rescue Plan Act as set forth more fully in the attached Subaward Agreement (see Exhibit "A" attached); and

WHEREAS, MDEQ presented a Subaward Agreement (see Exhibit "A" attached) to the City concerning the award of said state funds to the City, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

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 Subaward Agreement attached hereto as Exhibit "A" be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That 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 as provided by 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 _____, 2023.

(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 _____, 2023.

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
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

Date: May 24, 2023

Re: **Recommendation to Approve Sub-Award Grant Agreement with the Mississippi Department of Environmental Quality (MDEQ) – Citywide Lift Station Rehabilitation Project**

Attached for your consideration is the Grant Agreement for the above referenced project with the Mississippi Department of Environmental Quality (MDEQ).

This project includes rehabilitation of existing sewer pump stations located inside the Gulfport City Limits.

The total cost of this project is $6,613,772.92. The Mississippi Municipality and County Water Infrastructure (MCWI) will fund up to $3,055,172.40. The remaining balance will be funded by the American Rescue Plan Act (ARPA).

I recommend approval of this item.

Attachments:

1. Sub-Award Grant Agreement with MDEQ

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 154-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Citywide - Lift Station Rehabilitation" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$6,613,772.92**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$3,055,172.40**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$3,055,172.40**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$503,428.12**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$264,550.92**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Million Fifty-Five Thousand One Hundred Seventy-Two Dollars and Forty Cents ($3,055,172.40)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes***.** Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:
Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:
Attention:
Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5801
E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GULFPORT

_____
Mayor Billy Hewes
Signature of Authorized Representative

_____
Billy Hewes
Printed Name

_____
Title

_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Citywide - Lift Station Rehabilitation

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes rehabilitation of existing sewer pump stations located inside the City limits of Gulfport.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 16, 2023, advertise each construction contract for bids;

d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

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 _____, 2023, the following RESOLUTION:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE DEBUYS ROAD SEWER PUMP STATION FORCE MAIN CONNECTION AT WEST BILOXI WASTE WATER TREATMENT PLANT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to rehabilitate the Debuys Road sewer pump station force main connection at West Biloxi Waste Water Treatment Plant within the city limits of the City of Gulfport; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount of $238,392.70 to go towards the total estimated cost of the project of $516,067.50, with the remainder of the funding from the project to come from funds received by the City pursuant to the American Rescue Plan Act as set forth more fully in the attached Subaward Agreement (see Exhibit "A" attached); and

WHEREAS, MDEQ presented a Subaward Agreement (see Exhibit "A" attached) to the City concerning the award of said state funds to the City, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

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 Subaward Agreement attached hereto as Exhibit "A" be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That 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 as provided by 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 _____, 2023.

(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 _____, 2023.

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
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

Date: May 24, 2023

Re: **Recommendation to Approve Sub-Award Grant Agreement with the Mississippi Department of Environmental Quality (MDEQ) – Debuys Road Sewer Pump Station – Force Main Connection West Biloxi Wastewater Treatment Plant Project**

Attached for your consideration is the Grant Agreement for the above referenced project with the Mississippi Department of Environmental Quality (MDEQ).

This project includes rehabilitation of an existing sewer pump station located inside the Gulfport City Limits.

The total cost of this project is $516,067.50. The Mississippi Municipality and County Water Infrastructure (MCWI) will fund up to $238,392.70. The remaining balance will be funded by the American Rescue Plan Act (ARPA).

I recommend approval of this item.

Attachments:

1. Sub-Award Grant Agreement with MDEQ

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 156-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$516,067.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$238,392.70**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$238,392.70**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$39,282.10**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$20,642.70**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Thirty-Eight Thousand Three Hundred Ninety-Two Dollars and Seventy Cents ($238,392.70)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes***.** Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:
Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:
Attention:
Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5801
E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GULFPORT

_____
Mayor Billy Hewes
Signature of Authorized Representative

_____
Billy Hewes
Printed Name

_____
Title

_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Debuys Road Sewer Pump Station - Force Main Connection to West Biloxi Wastewater Treatment Plant

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

> The Project includes repairing existing force main and associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 16, 2023, advertise each construction contract for bids;

d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

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 _____, 2023, the following RESOLUTION:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE NORTH GULFPORT WASTEWATER TREATMENT PLANT HEADWORKS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to increase and improve the headworks at the North Gulfport Wastewater Treatment Plant within the city limits of the City of Gulfport; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount of $5,290,183.08 to go towards the total estimated cost of the project of $11,452,077.00, with the remainder of the funding from the project to come from funds received by the City pursuant to the American Rescue Plan Act as set forth more fully in the attached Subaward Agreement (see Exhibit "A" attached); and

WHEREAS, MDEQ presented a Subaward Agreement (see Exhibit "A" attached) to the City concerning the award of said state funds to the City, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

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 Subaward Agreement attached hereto as Exhibit "A" be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That 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 as provided by 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 _____, 2023.

(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 _____, 2023.

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
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

Date: May 26, 2023

Re: **Recommendation to Approve Sub-Award Grant Agreement with the Mississippi Department of Environmental Quality (MDEQ) – North Gulfport Wastewater Treatment Plant – Headworks**

Attached for your consideration is the Grant Agreement for the above referenced project with the Mississippi Department of Environmental Quality (MDEQ).

This project includes increasing and improving the headworks at the North Gulfport Wastewater Treatment Plant.

The total cost of this project is $11,452,077.00. The Mississippi Municipality and County Water Infrastructure (MCWI) will fund up to $5,290,183.08. The remaining balance will be funded by the American Rescue Plan Act (ARPA).

I recommend approval of this item.

Attachments:

1. Sub-Award Grant Agreement with MDEQ

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 150-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "North Gulfport Wastewater Treatment Plant - Headworks" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$11,452,077.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$5,290,183.08**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$5,290,183.08**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$871,710.84**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$458,083.08**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million Two Hundred Ninety Thousand One Hundred Eighty-Three Dollars and Eight Cents ($5,290,183.08)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes***.** Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructure.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.,* as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. INDEMNIFICATION

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. SUBRECIPIENT STATUS

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:
Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:
Attention:
Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 518-0232
E-mail: wmiller@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GULFPORT

_____
Mayor Billy Hewes
Signature of Authorized Representative

_____
Billy Hewes
Printed Name

_____
Title

_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

North Gulfport Wastewater Treatment Plant - Headworks

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes increasing and improving the headworks at North Gulfport Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about May 1, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about May 31, 2024, advertise each construction contract for bids;

d. On or about July 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. On or about August 30, 2024, but no later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit https://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

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 _____, 2023, the following RESOLUTION:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING SUBAWARD AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGARDING THE NORTH GULFPORT WASTEWATER TREATMENT PLANT SAND FILTERS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to improve the sand filters and anthracite system at the North Gulfport Wastewater Treatment Plant within the city limits of the City of Gulfport; and

WHEREAS, the City of Gulfport was awarded grant funds from the Mississippi Municipality and County Water Infrastructure Grant Program in the amount of $5,119,287.54 to go towards the total estimated cost of the project of $11,082,125.92, with the remainder of the funding from the project to come from funds received by the City pursuant to the American Rescue Plan Act as set forth more fully in the attached Subaward Agreement (see Exhibit "A" attached); and

WHEREAS, MDEQ presented a Subaward Agreement (see Exhibit "A" attached) to the City concerning the award of said state funds to the City, and the same has been reviewed and is believed to be in the best interest of the City of Gulfport that the City enter into the same with MDEQ.

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 Subaward Agreement attached hereto as Exhibit "A" be and the same is hereby approved, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That 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 as provided by 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 _____, 2023.

(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 _____, 2023.

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
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

Date: May 24, 2023

Re: **Recommendation to Approve Sub-Award Grant Agreement with the Mississippi Department of Environmental Quality (MDEQ) – North Gulfport Wastewater Treatment Plant – Sand Filters**

Attached for your consideration is the Grant Agreement for the above referenced project with the Mississippi Department of Environmental Quality (MDEQ).

This project includes the replacement of the sand filter and anthracite system at the North Gulfport Wastewater Treatment Plant.

The total cost of this project is $11,082,125.92. The Mississippi Municipality and County Water Infrastructure (MCWI) will fund up to $5,119,287.54. The remaining balance will be funded by the American Rescue Plan Act (ARPA).

I recommend approval of this item.

Attachments:

1. Sub-Award Grant Agreement with MDEQ

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 149-2-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gulfport, UEI Number: G8SCFJ32K4N5 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "North Gulfport Wastewater Treatment Plant - Sand Filters" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$11,082,125.92**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$5,119,287.54**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$5,119,287.54**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$843,550.84**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$443,285.04**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Million One Hundred Nineteen Thousand Two Hundred Eighty-Seven Dollars and Fifty-Four Cents ($5,119,287.54)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes***.** Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).[3]

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf

[3] http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:
Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:
Attention:
Mayor Billy Hewes
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5801
E-mail: mayorsoffice@gulfport-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GULFPORT

_____
Mayor Billy Hewes
Signature of Authorized Representative

_____
Billy Hewes
Printed Name

_____
Title

_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

North Gulfport Wastewater Treatment Plant - Sand Filters

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes replacement of the sand filter and anthracite system at the North Gulfport Wastewater Treatment Plant.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about October 2, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about October 16, 2023, advertise each construction contract for bids;

d. On or about November 30, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE RECRUITER MODEL AGREEMENT WITH RESOURCE COMMUNICATIONS, INC., AND FOR RELATED PURPOSES

WHEREAS, the Police Department is seeking ways and means to identify qualified potential candidates for sworn positions within the Department; and

WHEREAS, Resource Communications, Inc., provides services to employers to assist in the identification and recruitment of appropriate and qualified personnel to fill vacant positions within the employers' organizations; and

WHEREAS, approval of a recruiter model agreement with Resource Communications, Inc., is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the Recruiter Model Agreement between the City of Gulfport and Resource Communications, Inc., in substantially the form attached hereto as Exhibit "A", be and the same is hereby approved, to the extent that it is subject to and complies with Mississippi law, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

_____

BILLY HEWES, MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Deputy Chief Heather Dailey

Date: May 23, 2023

Re: Recourse Communications Inc

Please see the attached documentation for an agreement regarding sourcing and recruiting potential candidates for sworn positions with the police department. RCI recruiters will expand and target potential employees in this difficult hiring environment to provide more candidates for police recruitment.

This will provide an opportunity for the police department to hire eligible qualified candidates to fill current sworn vacancies.

Please review for consideration at the next available council meeting.

RCI advanced recruitment solutions

RECOURSE COMMUNICATIONS, INC.

OPTION 3 - RECRUITER MODEL SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the latest date signed below, (**"the Effective Date"**) by and between Recourse Communications, Inc., located at 6671 W. Indiantown Rd. Suite 50-257, Jupiter, FL 33458 (**"RCI"**) and Gulfport Police Department (**"the Company"**). RCI and the Company are **"the Parties"**.

RCI is in the business of sourcing and recruiting potential candidates for employment and referring them to employers to fill open positions. Since it is not always possible for the Company to staff open positions from within its own organization or other resources, the Company desires RCI to source and recruit potential candidates.

In consideration of the foregoing and the following promises, the Parties agree as follows:

1. **Services:** RCI will source and recruit potential candidates for specific recruitment needs and career opportunities as detailed in a separate Intake document and perform the following **"Services"**:
    a. RCI will conduct an Intake meeting with appropriate Company staff and develop a sourcing and searching strategy.
    b. Assign a Program Manager and other team personnel based on work requirements gathered from the Intake meeting.
    c. Place targeted Internet postings on Indeed and other free websites.
    d. Based upon keyword searches, RCI will source a proprietary blend of resume data sources, other social and networking sites, and its internal proprietary database of candidates.
    e. Create and send an email campaign to the sourced candidates highlighting the Company's career opportunities. The email will direct the candidate to respond to RCI.
    f. RCI's recruiters will review, evaluate, and screen for interest and qualifications as detailed in the Intake document. Also, RCI will contact potential candidates at competitor companies, similar industries or other candidates identified by the Company during the intake process. Once candidates are determined to be interested and qualified, the candidates' resume will be forwarded to the Company.

2. **Fee & Terms for Recruiter Model Services:** RCI will perform the Services for a period of 60 days from the date RCI begins the Services; and the Company will pay RCI: $19,995.00 (**"the Fee"**) for the Services.

RCI's Fee is earned after RCI has received the job descriptions, conducted the intake, agreed upon the qualifications, and begun their efforts, which takes place within 24 hours after the completed intake process. RCI will invoice the Company the Fee at that time, and payment will be due within 30 days from the invoice date. Furthermore, the Company may not make changes in any material detail in the Intake document, like job specifications, qualifications, and salary rates, after RCI has started the Services without the Company incurring a new Fee for the Services.

RCI does not guarantee any number of responses or hires and the Fee is NOT CONTINGENT upon any number of responses or the Company HIRING any number of the candidates sourced and recruited by RCI.

3. **Company Responsibility:** After RCI submits its initial round of sample candidate resume data, the Company shall respond to RCI within 48-72 hours to provide feedback as to whether the resume data meets the Company's minimum qualifications. The Company's feedback is essential for RCI to "calibrate" and adjust its sourcing methods and to locate the most qualified candidates. Furthermore, after RCI submits an actual candidate resume or the Company interviews a submitted candidate, the Company shall respond to RCI within 48-72 hours to provide feedback. If the Company fails to provide timely feedback, RCI will not be able to perform the Services effectively.

4. **Equal Opportunity Employer:** Each Party represents and warrants to the other that it is an Equal Opportunity Employer. RCI will source potentially qualified candidates to the Company regardless of the candidate's race, color, sex, religion, national origin, age or disability or any other characteristic protected by state or federal law; and the Company shall consider and evaluate each candidate provided by RCI regardless of the candidate's race, color, sex, religion, national origin, age or disability or any other characteristic protected by state or federal law.

5. **Independent Contractor:** RCI is an independent contractor and is neither the servant nor the employee nor the partner of the Company.

6. **Confidentiality:** All information received from the Company will be held in strict confidence and used solely for the purpose of identifying possible qualified candidates. All information sent to the Company by RCI is to be used solely for the Company's use and benefit.

7. **Attorney's Fees:** The prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable attorneys' and paralegals' fees and costs (including costs and fees arising out of litigation or investigation, appellate and post judgment

proceedings, and collection efforts) incurred in any dispute arising out of or in connection with this Agreement.

8. **Limitation of Liability:** Neither Party shall be liable to the other for any indirect, consequential, exemplary, special, incidental, or punitive damages, including without limitation loss of business, revenue, profits, or goodwill, arising out of or in connection with the furnishing, performance, or use of any product or service to be provided under this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if a Party knew or should have known of the possibility of such damages.

9. **Governing Law:** This Agreement has been executed and delivered in the State of Florida and shall be governed by and construed in accordance with the law of Florida.

The Parties have executed and delivered this Agreement as of the Effective Date.

Company:

By: _____ Date: _____

Name: _____ Title: _____

Recourse Communications, Inc.

By: _____ 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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE TRIAL AGREEMENT WITH CHORUS INTELLIGENCE, INC., , AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Police Department desires to test out, via thirty (30) day trial period, the cloud based investigative tools offered by Chorus Intelligence, Inc., which facilitate the analysis of social media accounts and other digital platforms and may, if entry into a long term agreement occurs, may enhance the investigative techniques of the Police Department; and

WHEREAS, Chorus Intelligence, Inc., has provided the City with a Trial Agreement in association wit the said thirty (30) day trial period which, along with an accompanying memo from the Police Department, is attached hereto as Exhibit "A"; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from the approval of the Trial 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 Trial Agreement with Chorus Intelligence, Inc., attached hereto as Exhibit "A" be and the same is hereby approved in substantially the form attached and the Mayor is hereby authorized to execute and deliver the same on behalf 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 _____, 2023.

(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 _____, 2023.

APPROVED:

_____
MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks

Date: May 11, 2023

Re: Chorus Agreement

Please see the attached documentation for an agreement regarding investigative software tools. This is a 30 day no cost trial. This cloud-based program assists in analyzing social media accounts and other digital platforms.

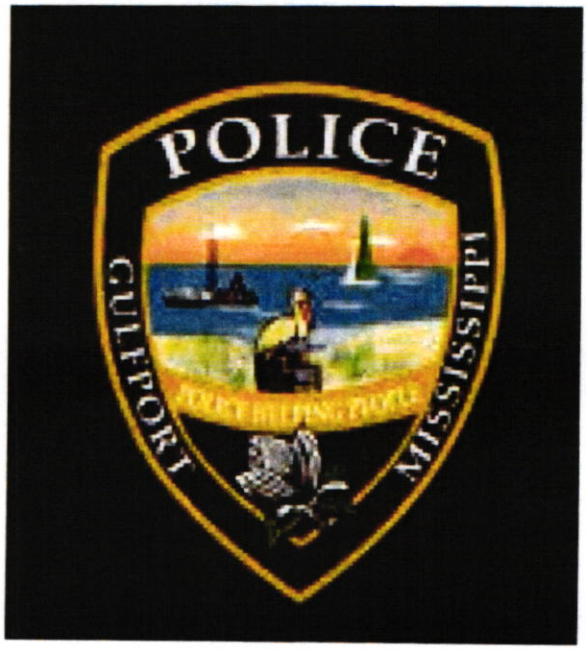
If the trial proves successful, a paid subscription for continued use of the program would be drafted.

Please review for consideration at the next available council meeting.

chorusintel.com/us
NAsales@chorusintel.com

Trial Agreement

Chorus
Empowerment Through Data



*The information contained in this Trial Agreement will not be disclosed by the **Gulfport Police Department**, otherwise known as **the Customer** to any third party and will not be duplicated, used or disclosed in whole or in part for any purpose other than for the purpose of evaluating the Offerings contemplated by this Trial Agreement. The **Customer** will only have the right to duplicate, use or disclose the information in this Trial Agreement internally to the extent required to evaluate this Trial Agreement.*

Chorus Intelligence 2022 © - Confidential & Proprietary

Table of Contents

1. Background 3
2. Objective 3
3. Trial Agreement 3
4. Proposed Trial Scope 3
5. Customer Key Contacts 4
6. Method of Communication 4
7. Scope 4
Appendix A – Trial User List 5
Attachment A – End User License Agreement 6

Chorus Intelligence 2022 © - Confidential & Proprietary

1. Background

Chorus Intelligence, Inc. (Chorus), a lawful company incorporated in the United States under the laws of the State of Delaware and a provider of innovative software solutions to law enforcement agencies around the world since 2011, markets the very successful suite of Chorus products which include:

1) Chorus Analyze
2) Chorus Investigate
3) Chorus Search plus associated connectors to social media, Open Source, custom (internal business systems), and consented data sources
4) Chorus Hub
5) Chorus Capture
6) Chorus Cross Case
7) Chorus Financial

A Chorus Representative has presented a demonstration of Chorus Search Hub Cap & Chorus Investigate to the **Customer.** Following this presentation, there was support given by the **Customer** to enter into a Trial Agreement with Chorus Intelligence.

2. Objective

The main objective of the trial is to establish additional efficiencies that can be realized by the **Customer** with the introduction of Chorus' products into their investigative processes.

3. Trial Agreement

This Trial Agreement is for the following Chorus software: Chorus Search (with Chorus Capture & Chorus Hub) & Chorus Investigate ("Trial Software"). This trial will take place over a 30-day period. At the trial's conclusion, the **Customer** is under no obligation to acquire the Trial Software. If the **Customer** and Chorus agree to move forward at the conclusion of the trial, a formal quote will be drafted and provided by Chorus' Customer Success Manager for their review.

4. Proposed Trial Scope

This Trial Agreement describes the proposed scope of the trial. In this trial, Chorus will:

- Deploy Chorus Search (with Chorus Capture & Chorus Hub) & Chorus Investigate
- Configure the products for use by the **Customer's** named trial users
- Verify & test the deployed solution
- Provide training and support to the named trial users

Chorus Products Included in the Trial

Search (Hub and Capture) & Investigate

Chorus will also work with the **Customer** to finalize the numbers of licenses and exact versions of the selected software prior to the software's installation and the commencement of training.

In order for your users to be able to access the products you will need to whitelist the environment URL that you are using.

AWS Trial Environment: http://us.chorusintel.cloud

AWS Gov Environment: https://cis.chorusintel.cloud/

Chorus Intelligence 2022 © - Confidential & Proprietary

5. Customer Key Contacts

The following table lists personnel from the **Customers** that are assigned to this trial.

Name	Role in Organization	Contact Details

Weekly meetings will also be held throughout the trial period to further ensure that the stated trial's objectives are achieved. All meetings will be followed with a summary email and actions recorded. Chorus promotes free and open communications between all parties and, to that end, we encourage you to reach out to your Customer Success Manager (CSM) or sales lead as needed to discuss comments/concerns/ideas throughout the trial.

6. Method of Communication

During the trial, any and all of the following methods of communication may be utilized:

- Email
- Phone calls
- Microsoft Teams Meetings
- Face to face meetings
- Written documentation

7. Scope

The trial's scope is as follows:

- Installation and implementation of the specified software
- Training as denoted above
- Weekly meetings

Anything not considered to be in scope as outlined above, is deemed to be out of scope. Changes requested to the scope of the project will be considered, discussed and resolved as part of an agenda item for the regularly scheduled meetings. New feature requests and product suggestions are strongly encouraged as part of the feedback loop/evaluation of our products. These suggestions will solely be collected and assessed for post-trial rollout and there is no obligation for Chorus to act upon them within the timeframe of said trial.

Chorus Intelligence 2022 © - Confidential & Proprietary

Appendix A – Trial User List

This Appendix contains the list of trial users (as provided by the **Customer**) who will be configured for access to the software. The **Customer** may request additional users at any time during the trial.

Trial User Information required for the **Customer**

Name	Role	Email	User ID

Chorus Intelligence 2022 © - Confidential & Proprietary

Attachment A – End User License Agreement

End User License Agreement – Applies to all Chorus products agreed to in Chorus Trial Agreement for the Gulfport Police Department

CHORUS INTELLIGENCE INC. SOFTWARE TRIAL AGREEMENT

1. GRANT OF LICENSE TO USE

2. Subject to and conditional upon your compliance with these terms and conditions (these "**Terms**"), **Chorus Intelligence Inc.** ("**we**", "**us**", "**our**" or "**Company**") hereby grants to you ("**you**" "**your**" or "**Customer**") and your Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free license to access and use the authorized products and services (the "**Service**") solely for the purpose of evaluating the Service prior to purchase (the "**Trial**"). For the purposes of these Terms, "**Authorized Users**" are the individuals we have specifically authorized in writing to use the Service and in respect of which we have provided a user name and password to access the Service. The term of this license ("Term") will be the duration of the trial.

CHANGES

3. You acknowledge that any software provided during the Trial may be in a pre-release form and we give no warranty with respect to the function or specifications thereof. In addition, we reserve the right, in our sole discretion, to make any changes to the Service and materials relating thereto that we deem necessary or useful during the Trial, for any reason whatsoever, including in order to:

Task 1 - maintain or enhance:

Assumptions: the quality or delivery of our services to our customers, generally;

Assumptions: the competitive strength of or market for our services; or

Assumptions: the cost efficiency or performance of the Service; or

Task 2 - to comply with applicable Law.

SUPPORT SERVICES

Content: **Initial Support**. During the Term, we will provide you with the following support services:

Task 1 - telephone or electronic support during our normal business hours (8:30am to 5:30pm ET) in order to help you correct problems with the Service, and

Task 2 - internet-based support system generally available seven days a week, twenty-four hours a day.

Chorus Intelligence 2022 © - Confidential & Proprietary

Content: **Service Access Limitations**. You acknowledge and agree that the Service may become unavailable to you during periods where:

Task 3 - you have been notified that there will be a scheduled downtime to permit servicing or upgrading of the Service;

Task 4 - there is downtime or degradation of the Service resulting from an event of Force Majeure (as described in the **General Provisions** of these Terms);

Task 5 - any other circumstances beyond our reasonable control which result in downtime or failure of the Service, including use by you or any Authorized User of Third-Party Materials, misuse of the hosted services (if any) provided by our Cloud Services Provider ("CSP") or use of the Service other than in express compliance with these Terms; and

Task 6 – a suspension or termination of access to, or use of, the Service by you or any Authorized User are permitted by these Terms or your terms of use for the hosted services provided by our CSP.

DATA PROTECTION

Content: We will implement appropriate safeguards to assist in the prevention of unauthorized access to, use of, or disclosure of your data used or entered as part of your use of the Service. However, you acknowledge and agree that you have and will retain sole responsibility for:

Task 1 - all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Service;

Task 2 - the information technology infrastructure from which you access the Service (your "**Systems**");

Task 3 - the security and use of user names and passwords used by you and your Authorized Users to access the Service; and

Task 4 - all access to and use of the Service indirectly by or through your Systems or using user names and passwords provided to your Authorized Users, whether such access or use was made with or without your knowledge or consent, and including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

Content: You will employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to:

Task 5 - securely administer the distribution and use of all user names and passwords used to access the Service and protect against any unauthorized access to, or use of, the Service; and

Task 6 - control the content and use of your Data, including the uploading or other provision of Data for processing by the Service.

CUSTOMER RESTRICTIONS

Chorus Intelligence 2022 © - Confidential & Proprietary

Content: You will not:

Task 1 - distribute, license, loan, or sell the Service or other content that is contained or displayed in it;

Task 2 - modify, alter, or create any derivative works of the Service;

Task 3 - reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Service;

Task 4 - remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Service;

Task 5 - upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

TERMINATION

Content: We may, directly or indirectly, and by use of a disabling device or any other lawful means, immediately suspend, terminate or otherwise deny access to, or use of, all or any part of the Service or related materials by you, any Authorized User or any other person or entity, without incurring any resulting obligation or liability to you, for any reason, including if:

Task 1 - we receive a Governmental Order that expressly or by reasonable implication requires us to do so; or

Task 2 - we believe, in our sole discretion, that:

> ***Assumptions:*** you or any Authorized User has failed to comply with, any material provision of these Terms, accessed or used the Service beyond the scope of the rights granted or for a purpose not authorized under these Terms or in any manner that does not comply with any instruction or requirement we communicate to you;
>
> ***Assumptions:*** you or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Service; or
>
> ***Assumptions:*** these Terms expire or are terminated.

Content: **Expiry**. These Terms, and your right to access or use the Service shall automatically expire at the end of the Term.

EFFECT OF TERMINATION OR EXPIRY

Content: **Discontinuance of Use**. Customer shall cease all use of the Service upon the effective date of the termination or expiry.

Content: **Recovery of Data**. Customer will have 30 days from the date of termination or expiry to retrieve any of your Data that you wish to keep. After such date, all such Data will

Chorus Intelligence 2022 © - Confidential & Proprietary

become inaccessible to you and we may, without obligation, delete or otherwise destroy any or all of such Data

LIMITATION ON LIABILITY

Content: **LIMITS ON LIABILITY**. NEITHER OF US WILL BE LIABLE TO THE OTHER PARTY FOR BREACH-OF-CONTRACT DAMAGES SUFFERED BY THE OTHER PARTY THAT ARE REMOTE OR SPECULATIVE, OR THAT COULD NOT HAVE REASONABLY BEEN FORESEEN. IN NO EVENT WILL COMPANY BE LIABLE TO YOU FOR:

Task 1 - LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE;

Task 2 - IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE;

Task 3 - LOSS, DAMAGE, CORRUPTION OR RECOVERY OF YOUR DATA;

Task 4 - BREACH OF DATA OR SYSTEM SECURITY; OR

Task 5 - CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Content: **NO LIABILITY**. ACCESS TO THE SERVICE IS PROVIDED FREE OF CHARGE DURING THE TRIAL. CONSEQUENTLY, IN NO EVENT WILL WE INCUR LIABILITY TO YOU UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

GENERAL PROVISIONS

Content: **Amendment**. These Terms may not be amended, modified or supplemented without the express written consent and agreement of Company.

Content: **Assignment**. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without our prior written consent, which consent may be withheld by us for any reason. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, arrangement or reorganization involving Customer will be deemed to be a transfer of rights, obligations or performance under these Terms for which our prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Terms. Any purported assignment, delegation or transfer in violation of this

Chorus Intelligence 2022 © - Confidential & Proprietary

Section is void. These Terms are binding upon and ensure to the benefit of both Customer and Company and their respective permitted successors and assigns.

Content: **Governing Law**. These Terms will be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

Content: **Severability**. If any part of these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Content: **Waiver**. The failure or neglect by a party to enforce any of its rights under these Terms will not be deemed to be a waiver of that party's rights.

Content: **Force Majeure**. A party shall not be liable for any failure of or delay in the performance of these Terms for the period that such failure or delay:

Task 1 – is beyond that party's reasonable control,

Task 2 – is materially affects the performance of any of its obligations under this agreement, and

Task 3 - could not reasonably have been foreseen or provided against,

but a party's failure or delay to perform these Terms will not be excused for reasons resulting solely from general economic conditions or other general market effects.

By signing this document, you accept all of the terms and conditions contained herein.

ACCEPTED on behalf of Gulfport Police Department

By: _____ **Date:** _____

Name: _____ **Title:** _____

Agency Address: _____

_____

ACCEPTED on behalf of Chorus Intelligence, Inc.

By: **Date:** **March 6, 2023**

Name: **Al Kassam** **Title:** **Chief Delivery Officer**

Chorus Intelligence 2022 © - Confidential & Proprietary

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CHANGE ORDER NO. 1 TO CONTRACT WITH SCI, INC., FOR THE DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT, AND FOR RELATED PURPOSES

WHEREAS, SCI, Inc., was awarded the contract for a project to replace the existing sewer pump station located on or near DeBuys Road; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order No. 1 (which is attached hereto as a part of Exhibit "A"), resulting in a DECREASE in project costs ($6,318.43) and an INCREASE in project time (60 days) as more fully described in the Memorandum from Wayne Miller, City Engineer, (attached as part of Exhibit "A") and the proposed Change Order No. 1; and

WHEREAS, the City Engineer has recommended approval of Change Order No. 1; and

WHEREAS, approval of Change Order No. 1 is believed to be in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order No. 1 to the City's contract with SCI, Inc., for the DeBuys Road Pump Station Replacement Project be and it is hereby approved in the form as is

found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

SECTION 4. That the DECREASE in project costs and INCREASE in project time are reasonable in light of all relevant facts and circumstances.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

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
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

Date: May 15, 2023

Re: **Recommendation to Approve Change Order No. 1**
Debuys Road Pump Station Replacement Project
– SCI, Inc.

Attached for your consideration is the Change Order No. 1 for the deductive amount of ($6,318.43) for the above referenced project. This change order has been prepared to reflect actual quantities and time used during the construction of the project.

This poroject is designed to replace the existing Debuys Road Pump Station. The cost of construction for this project is funded 100% by Water and Sewer Capital Project Fund.

I recommend approval of this item.

Attachments:

1. Andrew Levens, P.E., Engineering Manager, letter dated May 8, 2023
2. Change Order No. 1

COVINGTON
CIVIL AND ENVIRONMENTAL

May 8, 2023

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

Re: Change Order #1 Recommendation – Debuys Road Pump Station Replacement

Dear Mr. Miller:

For consideration by the Board, I have enclosed Change Order #1 for this project. This Change Order serves to decrease the Contract based on the summary of quantities, add four pay items to the Contract to accommodate for additional labor and materials needed to perform the items described in the paragraph below, and extension of contract time.

Based on the quantity summary to date, a net decrease in contract value of $26,878.21. These updated quantities are shown on the enclosed Summary of Amended Quantities and Totals.

To accommodate the size of the generator and its necessary clearance, an increase in the Generator Platform area must be made. Additionally, three (3) reducer fittings are required for the transition between the 8" pump base elbows and the 6" station piping. However, due to a change in orientation of the pumps, the proposed baffle is no longer required and is to be deducted from the Contractor's scope of work. Lastly, an electrical increase was necessary due to the increase in length between the automatic transfer switch (ATS) and generator based on the final generator platform configuration. The cost for the additional Generator Platform area is $17,150.00, the cost for the three (3) reducer fittings is $3,052.03, and the cost for the electrical increase is $2,357.75. The deduction due to the omission of the baffle is $1,500.00. Therefore, the total additional cost for these additional pay items is $21,059.78.

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486

COVINGTON
CIVIL AND ENVIRONMENTAL

An additional 60 days has also been added to the original contract time of June 9, 2023. Therefore, with Change Order 1 approval, the end of contract time will be August 8, 2023. The increase in time is due to the availability of materials, specifically the control cabinet, ATS and generator.

In summary, the Contract Amount is being deducted $26,878.21 based on quantity summary and an additional $21,059.78 based on additional pay items resulting in a net decrease to the Contract Amount of $8,818.43.

With that said, I recommend that the Board approve this Change Order #1. Should you have any questions, please do not hesitate to contact me at 228-396-0486 or andrew@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Andrew Levens, P.E.
Engineering Manager

5/8/2023

CHANGE ORDER

OWNER:
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

CHANGE ORDER NO. 1
DATE: May 8, 2023

CONTRACTOR:
SCI, Inc.
13520 Old Highway 67
Biloxi, MS 39532

ENGINEER: Covington Civil & Environmental
PROJECT: Debuys Road Pump Station Replacement Project

SUMMARY:

This change order serves to decrease the contract amount.

The following Items have been added/removed to the Contractor's scope of work:

CO1-1. Increase in Generator Platform Area.	$17,150.00
CO1-2 Addition of three (3) reducers for pump elbow to station piping.	$3,052.03
CO1-3 Deduction for the omission of baffle.	($1,500.00)
CO1-4 Electrical increase for ATS to Generator wiring due to final platform configuration.	$2,357.75
Summary Quantity Change (Decrease)	($26,878.21)
The Net Change to the Contract Amount will therefore be minus.	($5,818.43)

THE CONTRACT IS AMENDED AS SHOWN BELOW:
(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	$1,211,294.80
Net Change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$1,211,294.80
The Contract Sum will now Change (+):	($5,818.43)
The New Contract Sum including this Change Order will be:	$1,205,476.37
The original Contract Time:	6/9/2023
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	6/9/2023
The Contract Time will now Change by (+) days:	60
The New Date of Substantial Completion will be:	8/8/2023

CONTRACTOR:	ENGINEER:	OWNER:
By:	By:	By:
Date: 5-8-2023	Date: 5/8/2023	Date:

DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT
CITY OF GULFPORT
CITY PROJECT NUMBER: 00229406
CHANGE ORDER #1 (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS

				ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		
PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	NEW TOTALS
02295-A	Silt Fence	LF	$ 4.00	200	$ 800.00		(200)	0	$ -	$ (800.00)
02295-B	Straw Wattles	EA	$ 60.00	2.0	$ 120.00	2		4	$ 240.00	$ 120.00
02731-B	Interior Protective Coating	VF	$ 1,990.70	14	$ 27,869.80		(14)	0	$ -	$ (27,869.80)
02730-A1	8" PVC Sewer Pipe (All Depths) - SDR 26	LF	$ 178.40	50	$ 8,920.00	10		60	$ 10,704.00	$ 1,784.00
02730-A2	30" PVC Sewer Pipe (All Depths) - SDR 26	LF	$ 777.70	50	$ 38,885.00	4		54	$ 41,995.80	$ 3,110.80
02733-A	12" Sewer Force Main	LF	$ 125.20	60	$ 7,512.00	20		80	$ 10,016.00	$ 2,504.00
02733-B	Force Main Fittings (Ductile Iron)	TON	$14,656.00	2	$ 29,312.00	0.38		2.38	$ 34,837.24	$ 5,525.24
02522-B	Concrete Driveway	SY	$ 110.00	95	$ 10,450.00		(50)	45	$ 4,950.00	$ (5,500.00)
02050-B	Saw Cut (All Types of Thicknesses)	LF	$ 48.00	80	$ 3,840.00	2.5		82.5	$ 3,960.00	$ 120.00
02050-H	Removal of Sewer Manholes	EA	$ 2,500.00	1	$ 2,500.00	1		2	$ 5,000.00	$ 2,500.00
02050-I	Remove Existing Sewer Pipes (24" and Smaller)	LF	$ 6.00	70	$ 420.00	5		75	$ 450.00	$ 30.00
02050-L	Remove Existing Sewer Pipes (Larger than 24")	LF	$ 9.00	55	$ 495.00		(1)	54	$ 486.00	$ (9.00)
02060-B	Abandon Existing Sewer In-Place with Flowable Fill	LF	$ 31.50	50	$ 1,575.00	10		60	$ 1,890.00	$ 315.00
02721-E	Cast-In-Place Slab	CY	$ 2,650.00	17	$ 45,050.00	1.75		18.75	$ 49,687.50	$ 4,637.50
02738-A	Structural Wet Well Rehabilitation	VF	$ 8,897.30	17	$ 151,254.10		(1.5)	15.5	$ 137,908.15	$ (13,345.95)
									TOTAL SUMMARY QUANTITY CHANGE	**$ (26,878.21)**
CO1-1	Increase Generator Platform Area	LS	$17,150.00	0	$ -	1		1	$ 17,150.00	$ 17,150.00
CO1-2	Addition of three (3) Reducers for Pump Elbow at Station P	LS	$ 3,052.03	0	$ -	1		1	$ 3,052.03	$ 3,052.03
CO1-3	Omission of Baffle	LS	$ 1,500.00	0	$ -		(1)	-1	$ (1,500.00)	$ (1,500.00)
CO1-4	Electrical Increase for ATS to Generator dur to Configurati	LS	$ 2,357.75	0	$ -	1		1	$ 2,357.75	$ 2,357.75
									TOTAL CHANGE ORDER #1	**$ 21,059.78**
									TOTAL CONTRACT CHANGE (DECREASE)	**$ (5,818.43)**

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE THE DONATION OF FUNDS TO GULFPORT MAIN STREET ASSOCIATION, IN ACCORD WITH MISS. CODE ANN. SECTION 21-19-44.1, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. Section 21-19-44.1 authorizes municipalities to donate funds from the treasury of the municipality to the municipality's Main Street Project, Incorporated, in support of any economic development program or endeavor of the corporation, for the development of the municipality's central business district or for any lawful purpose of the municipality and to execute contracts and agreement and to expend municipal funds in support of any project sponsored by the corporation, the municipality or any other nonprofit corporation engaged in local economic development; and

WHEREAS, the City of Gulfport desires to support the economic development programs and endeavors of the Gulfport Main Street Association which are targeted at the development of the City's downtown area, specifically in support of the City's Harbor Lights Winter Festival by donating the sum of $80,000.00 to Gulfport Main Street Association; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that such is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized, pursuant to Miss. Code Ann. Section 21-19-44.1, to donate $80,000.00 to the Gulfport Main Street Association in support of development projects and activities in the downtown area of Gulfport, in particular, the Harbor Lights Winter Festival, payable by special check.

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 _____, 2023.

(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 _____, 2023.

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE 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 GULFPORT SPORTS HALL OF FAME AWARD CEREMONY

WHEREAS, the annual Gulfport Sports Hall of Fame Award Ceremony is presently scheduled for June 10, 2023, in Gulfport Mississippi, at the Lyman Community Center; and

WHEREAS, the Gulfport Sports Hall of Fame Committee has requested that the City provide an in-kind contribution in benefit of the Award Ceremony in the form of a fee waiver for the use of the Lyman Community Center for the Award Ceremony; and

WHEREAS, City of Gulfport receives advertising thru the advance promotion of and substantial press coverage afforded this annual event held to honor and recognize some of Gulfport's all-time best athletes and coaches at a "first class dinner" and award program; 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 ($630.00) in the form of an in-kind donation of the use of the Lyman Community Center to the Gulfport Sports Hall of Fame Award Committee in support of the 2023 Gulfport Sports Hall of Fame Award Ceremony 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 form of an in-kind donation of the use of the Lyman Community Center to the Gulfport Sports Hall of Fame Committee to be used to advertise the 2023 Gulfport Sports Hall of Fame Award Ceremony and 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 _____, 2023.

(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 _____, 2023.

APPROVED:

_____

MAYOR

Facility Use Fee Waiver Request Form

Date of Request: 6-10-2023

Name of Person Submitting Request: Kent Jones

Organization or Group Requesting Fee Waiver:

Name: Gulfport Sports Hall Of Fame

Address: P.O. Box 8023
GULFPORT

Phone Number: 228-697-5368

Reason for Fee Waiver Request:

WE ARE A NON PROFIT SPORTS ORGANIZATION IN THE CITY GULFPORT, HOSTING OUR ANNUAL HALL OF BANQUET, REQESTING THE RENTAL FEE BE WAIVED.

THANK YOU

Primary Contact Person:

Name: KENT JONES

Address: 3502 HARRISON DR GULFPORT

Phone Number: 2286975368

E-Mail Address: _____

Facility/facilities requested: LYMAN

Date/s of Event: 6/10/23

Event Type: BANQUET

Event Time(start and end): 6-9PM

Date/s Required for Set Up and Breakdown: 6/10/23

Anticipated Attendance (Number of Persons per day): 320-350

Fee Waiver Total: **Rental Fee:** $210 X 3 **Hours** = 630

(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? ☐ ☐
  If yes please, provide us with a copy of your 501 (c) non-profit status with this request.
- Does applicant intend to sell vendor space or tables? ☐ ☒
- Is there a charge to enter this event? ☐ ☒
- Is it open and free to the public? ☐ ☒

Submitt all documents to Reggie Sims at 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.

Kent Jones

SIGNATURE

Kent Jones

PRINTED NAME

5-19-2023

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE 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 JZ 94.5 JUNETEENTH CELEBRATION, AND FOR RELATED PURPOSES

WHEREAS, local radio station WJZD 94.5 is planning a Juneteenth Celebration, on June 19, 2023, in downtown Gulfport, at and just west of the Mississippi Aquarium, to promote the aquarium and to provide historical context for Juneteenth, along with music, a video presentation and fun for the attendees; and

WHEREAS, WJZD 94.5 has requested use of the City's large stage and other support for this new event in downtown Gulfport in the amount of $1,1,30.00 in a mix of cash and in-kind donations; and

WHEREAS, City of Gulfport will receive advertising from publicity afforded the Juneteenth Celebration contemplated by WJZD 94.5 on June 19th in downtown Gulfport; 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 Mississippi Gulf Coast and 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 in the form of an in-kind donation of the stage rental fees ($800.00) and an additional $330.00 for the rental of portable toilets 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 form of an in-kind donation of the wavier of rental fees and a donation in the total amount of $1,1300.00 for the rental of the large stage and funding for portable toilets, as more fully set forth herein, with a special check authorized, as needed.

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 _____, 2023.

(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 _____, 2023.

APPROVED:

_____

MAYOR

WJZD 94.5 FM
P.O. Box 6216
Gulfport, MS 39506
office: (228) 896-5307 • fax: (228) 896-5703

May 12, 2023

City of Gulfport
Leonard Papania
Alicia Chambliss
Billie Lahman
Jay Payne

RE: JZ 94.5 Juneteenth Celebration

Dear All,

As per our conversation yesterday with Leonard Papania and others, JZ 94.5 is delighted to announce our desire to have what we hope to be our first of many Juneteenth Family Fun Day at the Mississippi Aquarium in Gulfport. It is our desire to promote the Aquarium as well as provide historical context for Juneteenth, music, video presentation and fun for attendees. JZ 94.5 will provide all entertainment including DJ, band, MC, video, and exterior recreation. The Mississippi Aquarium will provide a discounted ticket to the aquarium, entryway from west floodgate, use of the downstairs banquet room, video screen (compatible with apple TV)for banquet room and refreshments for JZ 94.5 staff working the event. The City of Gulfport will provide a large stage with roof, street closures, barricades, parking (not in the CTA garage) and port o potties.

With the exception of entry to the aquarium, the event will be completely free. We envision having food trucks and vendors along the west property of the GRC and/or potentially along the corridor on the east side of the aquarium. Please help us to make this another in the long list of successful events JZ 94.5 has had in its 30 year history of broadcasting.

Sincerely,

Rip Daniels
CEO
JZ 94.5 FM

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 _____, 2023, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (JZ 94.5 – JUNETEENTH CELEBRATION), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that "[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property"; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve "good order" and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve "good order" and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit "A" hereto is in the best interest of the City so as to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit "A" hereto shall be closed for the date/times identified in Exhibit "A" (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

WJZD 94.5 FM
P.O. Box 6216
Gulfport, MS 39506
office: (228) 896-5307 • fax: (228) 896-5703

May 12, 2023

City of Gulfport
Leonard Papania
Alicia Chambliss
Billie Lahman
Jay Payne

RE: JZ 94.5 Juneteenth Celebration

Dear All,

As per our conversation yesterday with Leonard Papania and others, JZ 94.5 is delighted to announce our desire to have what we hope to be our first of many Juneteenth Family Fun Day at the Mississippi Aquarium in Gulfport. It is our desire to promote the Aquarium as well as provide historical context for Juneteenth, music, video presentation and fun for attendees. JZ 94.5 will provide all entertainment including DJ, band, MC, video, and exterior recreation. The Mississippi Aquarium will provide a discounted ticket to the aquarium, entryway from west floodgate, use of the downstairs banquet room, video screen (compatible with apple TV)for banquet room and refreshments for JZ 94.5 staff working the event. The City of Gulfport will provide a large stage with roof, street closures, barricades, parking (not in the CTA garage) and port o potties.

With the exception of entry to the aquarium, the event will be completely free. We envision having food trucks and vendors along the west property of the GRC and/or potentially along the corridor on the east side of the aquarium. Please help us to make this another in the long list of successful events JZ 94.5 has had in its 30 year history of broadcasting.

Sincerely,

Rip Daniels
CEO
JZ 94.5 FM

15th St
15th St
15th St
15th St
First United Methodist Church
Joseph T. Jones Building
23rd Ave
2nd Ave
21st Ave
Coastal Insurance
Trinity Investments
23rd Ave
22nd Ave
14th St
14th St
14th St
Mississippi Aquarium
MS Aquari
23rd Ave
23rd Ave
Beach Near Libby Roland Pier
90
E Beach Blvd
23rd Ave
90
Google

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 _____, 2023, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (HANDSBORO PRESBYTERIAN CHURCH FALL PICNIC), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that "[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property"; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve "good order" and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve "good order" and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s

and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit "A" hereto is in the best interest of the City so as to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit "A" hereto shall be closed for the date/times identified in Exhibit "A" (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

Handsboro Presbyterian Church
1304 E. Pass Road
Gulfport, MS 39507

May 9, 2023

To Whom it may concern,

Handsboro Presbyterian Church is having their annual Fall Picnic on October 21, 2023 We own the property on both sides of Bridge street and would like to close Bridge street from 1pm - 6pm for safety reasons. We plan to have games on one side and food on the other side of Bridge Street. We have permission from the neighbors affected by the closure, most of whom will attend the picnic. We also will move the barrier if necessary to allow someone in or out. Nothing will be set up in the street. Thanks for your consideration.

Sincerely,

Kim Tyson

Kimberly Tyson, Church Secretary
Handsboro Presbyterian Church
1304 East Pass Road
Gulfport, MS 39507
(228) 297-9190 (Kim's cell #)

Gulfport
MISSISSIPPI

Temporary Street Closure Application

-Required for those that are not required to complete the public event permit application
  -Neighborhood Resident or School
  -Private, meaning event is not open to the general public and Applicant is responsible for ensuring all attendees are invited or registered guests
  -Free, meaning no type of payment is required for entrance or participation, including, but not limited to, a cover charge or the sale of food or beverages. Commercial vending and paid sponsorship is prohibited.
-All requests should be submitted to the Special Events Manager 30 days prior to the event date. Applications will not be accepted less than 30 days prior to requested event date.
-Applicant must submit a completed, dated and signed application to the Special Events Manager
-The Special Events Manager will route the request to the Gulfport Police Department. The Gulfport Police Department will evaluate the feasibility of the temporary closure, and the subsequent impact on traffic.
-Upon receipt of approval from the Gulfport Police Department, the request for Road Closure will then be placed before City Council for final approval.
-Once approved, the applicant will be contacted by the Special Events Manager.

Information Required for All Temporary Street Closures

-Event Name: Hanksboro Presbyterian Church Fall Picnic
-City Council District #: _____
-Street to be closed: Bridge St.
-Closed from (intersecting street name): Pass Road ~~to College St.~~
To (intersecting street name): College St
-Date to be closed: ~~October 22nd 2022~~ Oct 21, 2023
-Time (Start time to End time) to be closed: 1pm - ~~6pm~~
-Time to be re-opened: 6pm
-Purpose of closure: Safety Concerns
-Estimated number of people: 50 at most
-What will be happening in the closed area?: ~~Food~~ people crossing the street
-Amplified Sound and or inflatable equipment: none
-Will vehicles be allowed inside closure? as needed
-Applicant's name: Kimberly Tyson for HPC
-Applicant's address: 1304 E. Pass Rd
-Applicant's City & State & Zip Code: Gulfport, MS 39507

-Applicant's phone number: (228) 297-9190
-Applicant's Email address: KTyson1304@gmail.com
-Attach map of street closure area

Acknowledgement Section

Acknowledgement in writing from all persons whose property fronts the proposed street closure or whose driveway(s) fronts the street being closed, regardless of whether or not they are participating in the event.

Signature	Address	Approval	Disapproval
Phillip Burgess	919 Bridge St.	☑	☐
[illegible]	916 Bridge St	☑	☐
[illegible]	129 Bridge St.	☑	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

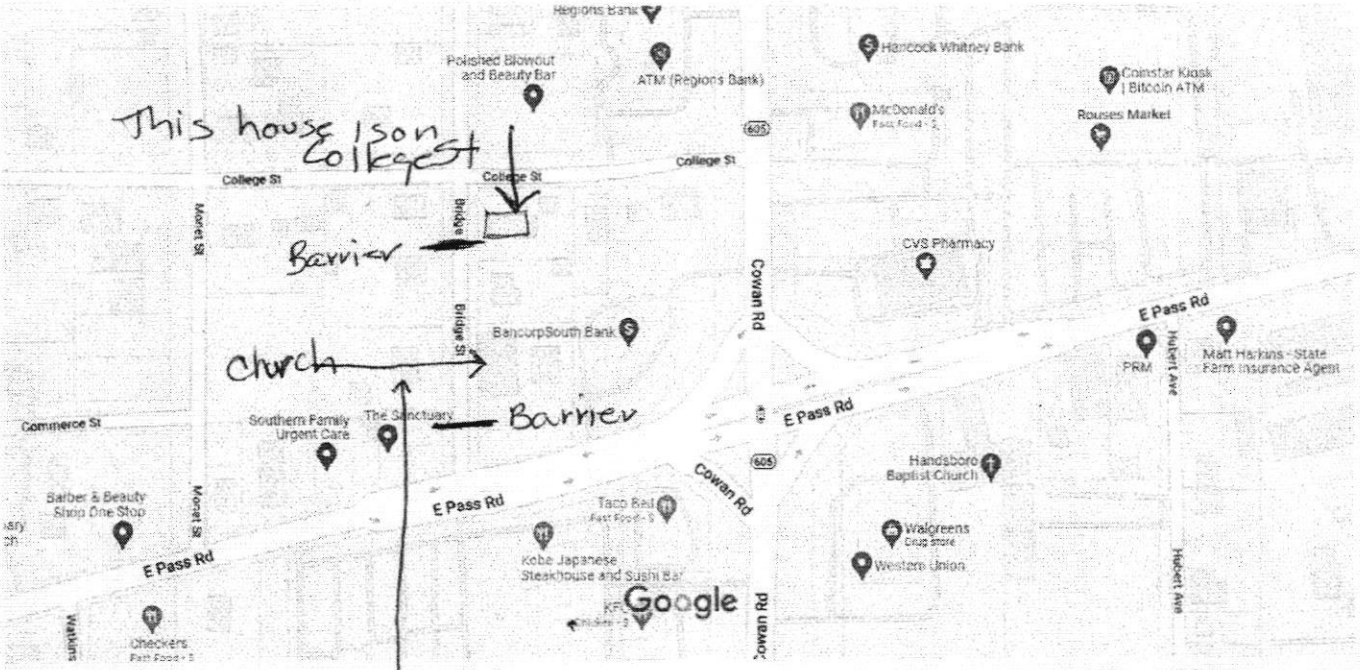
Applicant (Print Name) Kimberly Tyson
Applicant (Signature) Kim Tyson
Date ~~5/11/2023~~ 5/9/23
Submit to: Special Events Manager (bdyess@gulfport-ms.gov)

Office Use Only Section:

The Gulfport Police Department DOES / DOES NOT recommend approval of your street closure application.
Reason for denial (if applicable): _____

Signature: _____
Title: _____
Date: _____

Google Maps



This home has been torn down

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE REFUND OF MUNICIPAL AD VALOREM TAXES TO GREEN PINES, LLC, AND FOR RELATED PURPOSES

WHEREAS, on August 28, 2017, the Harrison County Tax Collector attempted to sell the property described in Exhibit "A" ("the property")hereto for the alleged non-payment of 2016 ad-valorem real property taxes to the State of Mississippi; and

WHEREAS, thereafter on September 8, 2021, the State of Mississippi claimed at the tax sale matured and, on that date and via a forfeited tax patent (recorded in the land records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, on September 17, 2021, at Instrument No. 2021–D-13763–D–J1), conveyed its interest in the property to Green Pines, LLC; and

WHEREAS, at all relevant times prior to the purported tax sale, the assessed owner of the property was ALI, LLC n/k/a AlI7LLC; and

WHEREAS, Green Pines, LLC, sought to confirm its title in the said property in Chancery Court by way of a Complaint to Confirm Title to Real Property and named ALI, LLC, among the various defendants in that lawsuit; and

WHEREAS, ALI, LLC, objected to the title confirmation sought by Green Pines, LLC, and, eventually was successful in having the underlying tax sale declared to be void *ab initio* as a matter of law and having the sale of the property from the State of Mississippi to Green Pines, LLC, declared to be void *ab initio* as more fully set forth in that certain Order entered by Chancellor Jennifer Schloegel in Harrison County Chancery Court Cause No. 24CH1:21-cv-2700-JS at Document #37; and

WHEREAS, Green Pines, LLC, has requested a refund of the amount it previously paid to the State for the property (which payment has been verified by the City's Department of Finance and

Accounting), which amount includes municipal ad valorem taxes already remitted to the City by the State in the amount of $506.43; and

WHEREAS, in light of the foregoing, the Council finds that it is in the best interest of the City to approve a refund to Green Pines, LLC, of the municipal ad valorem taxes previously paid to the City by Green Pines, LLC (through the State of Mississippi/Secretary of State) in the amount of $506.43, via special check.

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 a refund to Green Pines, LLC, of the municipal ad valorem taxes previously paid to the City by Green Pines, LLC (through the State of Mississippi/Secretary of State) in the amount of $506.43, via special check be and the same is hereby approved and the City Attorney's Office and the Department of Finance and Accounting are hereby authorized to take any and all steps as may be necessary to effectuate the refund to Green Pines, LLC, as contemplated herein. .

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

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(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 _____, 2023.

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 _____, 2023, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, *et seq*., due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq*., Sections 33-15-1, *et seq*., Section 31-7-13(k) and Sections 21-35-19, *et seq*., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, and on May 16, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

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 _____, 2023, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, *et seq*., due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq*., Sections 33-15-1, *et seq*., Section 31-7-13(k) and Sections 21-35-19, *et seq*., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, and on May 16, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 89A **June 6, 2023**

Fund: General Fund
Dept No: 213
Name: Police

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Revenues:				
Property Taxes	21,750,000	-	-	21,750,000
Sales Tax	27,300,000	-	-	27,300,000
Licenses and Permits	800,000	-	-	800,000
Franchise Fees	4,000,000	-	-	4,000,000
Gaming Fees	4,300,000	-	-	4,300,000
Grants	954,159	788,547	-	1,742,706
Court Fines	500,000	-	-	500,000
Intergovernmental	1,250,000	-	-	1,250,000
Charges for Services	4,185,000	(86,715)	3,972	4,102,257
Rents and Leases	115,000	-	-	115,000
Interest Earned	500,000	-	-	500,000
Miscellaneous Other	200,000	6,730	-	206,730
Transfers From / In	621,300	-	-	621,300
	-	-	-	-
Total Revenues	66,475,459	708,563	3,972	67,187,994
Expenditures:				
Personnel Services	16,114,630	196,245	-	16,310,875
Materials & Supplies	1,884,706	128,589	3,972	2,017,267
Contractual Services	2,428,830	126,115	-	2,554,945
Capital Outlay	170,945	306,204	-	477,149
	-	-	-	-
	-	-	-	-
Total Expenditures	20,599,111	757,153	3,972	21,360,236

SUMMARY / RATIONALE FOR THIS BUDGET AMENDMENT:

As requested by the Police Department, this budget amendment appropriates funding received from a check from Southern Recycling LLC.

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 89A **June 6, 2023**

How are we going to pay for this budget amendment? ***Please consult with Finance with questions.***

Note - it is okay to select more than one option. For example, if you have a grant that pays 80% and need a 20% match, you would select the option for grant funding AND another option for the 20%

☐ Not applicable. This amendment only increases revenues or decreases expenditures and has no effect on spending.

☐ Council has accepted a grant and this budget amendment appropriates the funding for this grant project. Comments below as needed. *(Note - this budget amendment should include both the grant-related revenues and grant-related expenditures.)*

☑ The City received a check or other cash inflow and this budget amendment increases an expenditure line item so the department can use this money. Comments below as needed.

The City received a check totaling $3,972 from Southern Recycling LLC for scrap metal associated with scrap vehicle parts. The department requests that this money be appropriated for spending by the department.

☐ The department is transferring already appropriated money from another line-item, department, or fund. Comments below as needed.

☐ There are not funds currently appropriated for this. We requet Council appropriates funding for this from unobligated cash reserves within this fund. Comments below as

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 89A **June 6, 2023**

GL Budget Amendment Information					
Org	Object	Project	Account Description	Increase / Decrease	Amount
010	502500		POLICE SERVICES	Increase	3,972
213	611300		MOTOR VEHICLE REPAIR	Increase	3,972

Finance Department Team Analysis -- 10% Publication Rule

Revenues Percentage of Original Budget:	1.1%
Expenditures Percentage of Original Budget:	3.7%

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 department's originally adpoted budget.
- ☐ No. White total budget amendments exceed ten percent of the department's originally adopted budget, it does not exceed ten percent of the department's last adopted published
- ☐ Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 89B **June 6, 2023**

Fund: Police Forfeiture and Seizure
Dept No: 277
Name: Police Forfeiture and Seizure

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Revenues:				
Intergovernmental	-	602,211	347	602,558
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Revenues	-	602,211	347	602,558
Expenditures:				
Materials & Supplies	37,004	37,671	-	74,675
Capital Outlay	36,041	71,635	347	108,023
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Expenditures	73,045	109,306	347	182,698

SUMMARY / RATIONALE FOR THIS BUDGET AMENDMENT:

As requested by the Police Department, this budget amendment appropriates funding received from a check from the Circuit Clerk of Harrison County.

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 89B **June 6, 2023**

How are we going to pay for this budget amendment? ***Please consult with Finance with questions.***

Note - it is okay to select more than one option. For example, if you have a grant that pays 80% and need a 20% match, you would select the option for grant funding AND another option for the 20%

☐ Not applicable. This amendment only increases revenues or decreases expenditures and has no effect on spending.

☐ Council has accepted a grant and this budget amendment appropriates the funding for this grant project. Comments below as needed. *(Note - this budget amendment should include both the grant-related revenues and grant-related expenditures.)*

☑ The City received a check or other cash inflow and this budget amendment increases an expenditure line item so the department can use this money. Comments below as needed.

The City received a check totaling $347.20 from the Circuit Clerk of Harrison County for restitution for drug-related arrests. The department requests that this money be appropriated for spending by the department.

☐ The department is transferring already appropriated money from another line-item, department, or fund. Comments below as needed.

☐ There are not funds currently appropriated for this. We requet Council appropriates funding for this from unobligated cash reserves within this fund. Comments below as

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 89B **June 6, 2023**

GL Budget Amendment Information					
Org	Object	Project	Account Description	Increase / Decrease	Amount
275	493100		COUNTY SHARED REVENUE	Increase	347
277	630200		VEHICLES	Increase	347

Finance Department Team Analysis -- 10% Publication Rule

Revenues Percentage of Original Budget:	0.0%
Expenditures Percentage of Original Budget:	150.1%

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 department's originally adpoted budget.
- ☑ No. White total budget amendments exceed ten percent of the department's originally adopted budget, it does not exceed ten percent of the department's last adopted published
- ☐ Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: May 16, 2023

Re: Budget Amendment

The following check was issued to the City of Gulfport from Southern Recycling LLC. I request your permission to place these funds in the account below.

Check Number (13035004) amount of 3,972.00

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500	3,972.00	
Motor Vehicle Repair Parts 213-611300		3,972.00
TOTAL	**3,972.00**	**3,972.00**

I appreciate your help. If you have questions, please call.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: May 19, 2023

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (51040) amount of $347.20 (GPD cases)

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Vehicles- 277-*630200***	$347.20	
County/Local Shared Revenue 275-493100		$347.20

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 90 **June 6, 2023**

Fund: General Fund
Dept No: 290
Name: Fire

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Revenues:				
Property Taxes	21,750,000	-	-	21,750,000
Sales Tax	27,300,000	-	-	27,300,000
Licenses and Permits	800,000	-	-	800,000
Franchise Fees	4,000,000	-	-	4,000,000
Gaming Fees	4,300,000	-	-	4,300,000
Grants	954,159	788,547	-	1,742,706
Court Fines	500,000	-	-	500,000
Intergovernmental	1,250,000	-	-	1,250,000
Charges for Services	4,185,000	(86,715)	-	4,098,285
Rents and Leases	115,000	-	-	115,000
Interest Earned	500,000	-	-	500,000
Miscellaneous Other	200,000	6,730	-	206,730
Transfers From / In	621,300	-	-	621,300
	-	-	-	-
Total Revenues	66,475,459	708,563	-	67,184,022
Expenditures:				
Personnel Services	12,252,656	197,070	-	12,449,726
Materials & Supplies	946,363	196,685	42,000	1,185,048
Contractual Services	636,516	45,796	(42,000)	640,312
Capital Outlay	177,000	307,139	-	484,139
	-	-	-	-
	-	-	-	-
Total Expenditures	14,012,535	746,690	-	14,759,225

SUMMARY / RATIONALE FOR THIS BUDGET AMENDMENT:

As requested by the Fire Department, this budget amendment reallocates grant project funding between line items.

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 90 **June 6, 2023**

How are we going to pay for this budget amendment? ***Please consult with Finance with questions.***

Note - it is okay to select more than one option. For example, if you have a grant that pays 80% and need a 20% match, you would select the option for grant funding AND another option for the 20%

☐ Not applicable. This amendment only increases revenues or decreases expenditures and has no effect on spending.

☐ Council has accepted a grant and this budget amendment appropriates the funding for this grant project. Comments below as needed. *(Note - this budget amendment should include both the grant-related revenues and grant-related expenditures.)*

☐ The City received a check or other cash inflow and this budget amendment increases an expenditure line item so the department can use this money. Comments below as needed.

☑ The department is transferring already appropriated money from another line-item, department, or fund. Comments below as needed.

The Fire Department is requesting to reallocate budget between Supplies and Contractual Services within a grant project. No spending increase or decrease is proposed.

☐ There are not funds currently appropriated for this. We requet Council appropriates funding for this from unobligated cash reserves within this fund. Comments below as

CITY OF GULFPORT, MS
COUNCIL BUDGET AMENDMENT REQUEST

Budget Amendment No. 90 **June 6, 2023**

GL Budget Amendment Information					
Org	Object	Project	Account Description	Increase / Decrease	Amount
290	622300	22016	TRAINING PROGRAMS	Decrease	42,000
290	610700	22016	OPER SUPPLIES/NONCAPITAL	Increase	42,000

Finance Department Team Analysis -- 10% Publication Rule

Revenues Percentage of Original Budget: 1.1%
Expenditures Percentage of Original Budget: 5.3%

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 department's originally adpoted budget.
- ☐ No. White total budget amendments exceed ten percent of the department's originally adopted budget, it does not exceed ten percent of the department's last adopted published
- ☐ Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Billy Kelley
Fire Chief

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5989

Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

To: Todd Harman, Comptroller
Amber Hinton, Finance Manager

From: Billy Kelley, Fire Chief

Date: May 22, 2023

Subject: Line Item Budget Amendment to Transfer Funds

The Gulfport Fire Department (290) is requesting a line-item budget amendment to process a transfer of funds for the MOHS Grant project 22016. We were able to secure other funds in training so we need these moved to operating.

Group	Description	Object	Increase / Decrease	Amount
Other Services	Training	290-622300-22016	Decrease	-$42,000.00
Supplies	Operating	290-610700-22016	Increase	$42,000.00

I am available if you have any questions on this request.

Billy Kelley
Fire Chief

CITY OF GULFPORT
PROJECT MANAGEMENT AND ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY
CONTRACT MODIFICATION NO. 1

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Covington Civil and Environmental, LLC, (herein referred to as **"Engineer"**) and The City of Gulfport (herein referred to as **"Owner",** entered into a contractual agreement (herein referred to as **"Contract"**) on the **17th day of August, 2021.**

WITNESSETH THAT:

Whereas, Covington has determined that a Modification of the Contract is required to add additional positions and associated hourly rates to execute the project.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Exhibit A as presented in the original contract, Standard Hourly Rates and Fee Schedule, is modified as follows:

Standard Hourly Rates Schedule
Effective April 1, 2023

Covington Civil and Environmental			
Position	**2021 Billing Rate**	**2022 Billing Rate**	**2023 Billing Rate**
Senior Construction Manager	$185.00	$185.00	$185.00
Principal Architect	$185.00	$185.00	$185.00
Principle Engineer	$175.00	$175.00	$175.00
Architect	$165.00	$165.00	$165.00
Senior Professional Engineer	$155.00	$155.00	$155.00
Project Manager	$150.00	$150.00	$150.00
Subject Matter Expert	**N/A**	**N/A**	**$190.00**
Project Engineer	$135.00	$135.00	$135.00
Environmental Scientist	$125.00	$125.00	$125.00
Geologist/Biologist	$125.00	$125.00	$125.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist III	**N/A**	**N/A**	**$162.00**
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist II	**N/A**	**N/A**	**$152.00**
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	**N/A**	**N/A**	**$142.00**
Professional Land Surveyor	$112.00	$112.00	$112.00
Architect Intern	$112.00	$112.00	$112.00
Senior CAD Technician	$85.00	$85.00	$85.00
Data Analyst	$84.00	$84.00	$84.00

05162023_15

Position	2021 Billing Rate	2022 Billing Rate	2023 Billing Rate
Senior Residential Project Representative	**N/A**	**N/A**	**$105.00**
Residential Project Representative (RPR)	$82.00	$82.00	$82.00
Analytical Aide	**N/A**	**N/A**	**$90.00**
Survey Crew Chief	$74.00	$74.00	$74.00
CAD Technician	$70.00	$70.00	$70.00
Engineering/Specification Tech	$50.00	$50.00	$50.00
Clerical	$46.00	$46.00	$46.00
Instrument Man	$44.00	$44.00	$44.00

Except as it is modified by the provisions of **Contract Modification No. 1,** this Contract shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned Parties have executed this Modification to this Contract as of the Effective Date.

OWNER:
CITY OF GULFPORT

By: _____

Date: May 17, 2023

ENGINEER:
Covington Civil and Environmental, LLC

By: _____

Date: _____

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this **16th** day of **May, 2023**, by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation, hereinafter referred to as "ARTISAN" and **City of Gulfport/ Mayor Billy Hewes,** hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, **1** pyrotechnic production(s) as per Program(s) **A**, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on **July 29, 2023** on **the Moses Jetty, Gulfport, MS.**

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of **FIFTEEN THOUSAND** Dollars (**$15,000.00**). Full final payment is due by **August 31, 2023**. The Payment will include a non-refundable charge of $500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within **180 days** of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

05162023_12

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS ($5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First** class, addressed as follows:

ARTISAN- **Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.**

PURCHASER – **The City of Gulfport / Mayor Billy Hewes, P. O. Box 1780, Gulfport, MS 39580**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to he bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this **16th** day of **May, 2023.**

Kenneth E Manis Jr, Title President.
ARTISAN PYROTECHNICS, INC.

, Title Mayor.
PURCHASER

Contract No._____

SERVICES AGREEMENT

City of Gulfport
4050 Hewes Ave
Gulfport, MS 39507

Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39502-4079

("MPC")

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between Mississippi Power Company and the above referenced Customer, and is effective on the date it is executed by Customer and accepted by MPC. MPC hereby agrees to perform and provide Customer with the services described hereinbelow ("Services"), on the terms and conditions set-forth on the face page of this Agreement and the reverse side hereof.

Description of Services	**Total Charges**
Sale: 4 - Pole Adapter Brackets. Part Number 110329.	
	Total - $4,308.51

NOTES: Traffic Control & Safety Dept

AGREED TO BY:

City of Gulfport
("Customer")

By:_____
(Signature)

Billy Hewes
(Name typed or printed)

Title: Mayor

Date: May 3, 2023

ACCEPTED BY:

Mississippi Power Company
("MPC")

By:_____
(Signature)

Giff Ormes
(Name typed or printed)

Title: **Marketing & Sales Director**

Date: 5-12-23

05022023-24

1. Payment. Customer shall pay or cause to be paid to MPC the full price for the Services upon acceptance of the Project. Payment shall be made net thirty (30) days of invoice date.

2. Term. For each Service provided under this Agreement, the Exhibit attached to this Agreement will state the term during which those Services may be provided. This Agreement will continue in effect until the last term contained in any Exhibit to this Agreement expires or is terminated.

3. Termination. If Customer fails to make any payment due hereunder, and such failure continues for seven (7) days after said payment is due MPC, then MPC may terminate this Agreement for cause. In the event of such termination, Customer shall pay MPC for all work performed to the date of termination, overhead and profit on all work covered by this Agreement, and demobilization costs.

4. Limited Warranty. For a period of ninety (90) days after the completion of the Services, MPC warrants that the Services performed by MPC hereunder, will be performed in a good, professional, workmanlike and competent manner, in conformity with all applicable professional standards. If Customer notifies MPC of any defective or non-conforming Services within ninety (90) days after the completion of the Services, then MPC shall correct or re-perform the defective or non-conforming Services; provided, however, that, MPC's sole obligation and Customer's exclusive remedy for defective or non-conforming Services is for MPC to correct or re-perform the defective or non-conforming Services within ninety (90) days after the completion of the Services, subject to the limitation of liability set-forth herein. MPC shall be entitled to rely on the accuracy and currency of information supplied by or at the direction of Customer, or available from generally acceptable reputable sources. MPC's WARRANTY EXPRESSED IN THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE PARTICULAR SERVICES TO BE PERFORMED HEREUNDER BY MPC TO ACHIEVE CUSTOMER'S PURPOSES.

5. Limitation of Liability. MPC, its affiliates and parent and their respective agents, representatives, employees, successor's and assigns, liability to Customer, its respective successors or assigns, for damages or alleged damages whether arising from breach of this Agreement, breach of warranty, tort or otherwise with respect to the Services performed hereunder by MPC, is limited to and shall not exceed the amount of compensation paid to MPC hereunder for the particular Services out of which the liability arose. In no event shall MPC, its affiliates and parent and their respective agents, representatives, employees or successors and assigns be liable to Customer or any individual or entity for any unforeseeable, indirect, incidental, punitive, consequential or special damages, including without limitation, any loss of revenues or loss of profits.

6. Independent Contractor. MPC shall be deemed to be an independent contractor in the performance of the Services hereunder and shall not be considered or permitted to be an agent, servant, joint venturer or partner of Customer. All persons furnished, used, retained or hired by or on behalf of MPC shall be considered to be solely the employees or agents of MPC.

7. Force Majeure. MPC shall not be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of MPC. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond MPC' reasonable control.

8. Incorporation of Exhibits. Each Exhibit referenced in and attached to this Agreement is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this Agreement and any Exhibit, this Agreement shall control.

9. Indemnification. To the extent permitted by law, Customer party shall and hereby does indemnify and hold harmless MPC, its parent and affiliates, their respective officers, directors, employees and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, demands and expenses, including reasonable legal fees and expenses, arising out of a hazardous waste, spill or condition on the Customer's property, or due to the negligence or willful misconduct of Customer. Such indemnification shall survive the termination of expiration of this Order.

10. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi, United States of America (without giving effect to principles of conflicts of laws). The interested party hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of Mississippi and to the State Courts of the State of Mississippi for the purposes of resolving any dispute arising under or in connection with this Agreement and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereinafter have to any such proceedings.

11. Customer Assistance. Customer understands and agrees that it will use reasonable efforts in performing assistance and support for MPC as MPC performs its obligations hereunder. Any delays, facilities unavailability, tardiness in response or Customer fault (other than force majeure events) will constitute grounds for an equitable adjustment in MPC' compensation and extension of performance periods.

12. Environmental Concerns. If and to the extent that any Services are performed in connection with, on, or regarding any real property, MPC disclaims any and all responsibility for or concerning any present or past disposal of pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response Compensation Liability Act, as amended (42 U.S.C. § 9601 et. seq.), and the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et. seq.), or any other environmental law, ordinance, rule or regulation, other industrial and solid wastes and other pollutants, contaminants and dangerous and toxic substances (collectively "Hazardous Substances") on or in such real property, and for or concerning any conditions with respect to soil, surface waters, ground waters, stream settlements and similar environmental conditions (collectively, "Environmental Conditions") on or off site of such real property, whether any or all of the above arises or results from the activities of Customer or the uncertain or unknown activities of Customer's predecessors in interest to such real property or any other person or entity. It is Customer's sole obligation, as its own cost and expense (and at the request of MPC should MPC discover any Hazardous Substances on or Environmental Conditions at such real property), to comply or to ensure compliance with, and for all matters arising out of all laws, ordinances, rules and regulations, agreements with governmental entities and court and administrative orders with respect to or regarding any Hazardous Substances, Environmental Conditions and/or any other circumstances, activity and/or incident referenced in the previous sentence, including without limitation the performance of any and all necessary or appropriate remedial action thereto or therefore. To the extent permitted by law, Customer agrees to indemnify MPC, its affiliates and their respective employees, officers, agents and directors from and against all injuries, losses, damages, costs, expenses and other liabilities, including without limitation, attorneys' fees and expenses of litigation, which may arise out of, result from or be connected with any Hazardous Substances, Environmental Conditions and/or any other circumstances, activity and/or incident referenced in the previous two sentences. Customer warrants that it has not caused or permitted any activity on such real property that generates, manufacturers, refines, transports, treats, stores, handles, disposes, transfers, produces or processes Hazardous Substances, except in compliance with all applicable laws, ordinances, rules and regulations, agreements with governmental agencies and court and administrative orders, and has not caused or permitted and has no knowledge of the release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping of any Hazardous Substances on or off the site of such real property. Customer agrees to indemnify MPC, its parent and affiliates and their respective employees, officers, agents and directors from and against all injuries, losses, damages, costs, expenses and other liabilities, including without limitation attorneys' fees and other expenses of litigation, which may arise out of, result from or be connected with any circumstances, activity and/or incident referenced in the previous sentence.

13. Partial Invalidity. If any provision of this Agreement is found to be unenforceable then, notwithstanding such unenforceability, this Agreement shall remain in effect and there shall be substituted for such unenforceable provision a like but enforceable provision which most nearly effects the intention of the parties. If a like but enforceable provision cannot be substituted, the unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in effect, provided that the performance, rights and obligations of the parties hereunder are not materially adversely affected by such deletion.

14. Changes. If Customer desires to make a change in the Scope of Work set forth in Exhibit A or to increase the time for performance, if any, of MPC' Services under this Agreement, or to adjust the amount payable to MPC under this Agreement ("Contract Price"), it may request a Change Order for a change in the project, the time for performance, and/or the Contract Price. The Change Order will become effective when it is signed by a duly authorized representative of both Customer and MPC. Without limitation, MPC shall be entitled to a Change Order extending the time for performance and/or increasing the Contract Price if: (i) A Force Majeure event causes a delay or increase in cost with respect to any aspect of the services; (ii) a change in any applicable law or regulation or any legal action prevents or delays the performance of any aspect of the Services or increases the cost of any aspect of the Services; (iii) MPC is delayed at any time in the progress of performing its obligations under this Agreement by an act of Customer or any contractor or other entity employed by Customer; or (iv) if conditions are encountered at Customer's facilities which were concealed or differ from those indicated in this Agreement or any attachment hereto, or are unknown physical conditions of an unusual nature which differ from those ordinarily found to exist in similar activities of the character provided for by this Agreement..

15. Right to Subcontract. It is understood and agreed that MPC shall have the right to subcontract all of its performance obligations under this Agreement, including, but not limited to, the provision of equipment, installation, warranty and maintenance services set forth herein; provided however, that MPC shall remain responsible to Customer for all obligations so subcontracted. Customer agrees that any such subcontractor shall be entitled to access and use the Customer's facility for the performance of Services subcontracted by MPC. Customer agrees to provide any subcontractor designated in writing by MPC to perform its obligations hereunder, with a copy of any notice required to be given to MPC by Customer hereunder.

16. Disputes. The parties agree to use reasonable efforts to resolve any and all disputes arising under or in connection with this Agreement by mutual consultation. However, if any dispute exists which remains unresolved longer than ten (10) business days from the date on which one party notifies the other party of such dispute in writing, then either party may refer such dispute to final, exclusive, and binding resolution pursuant to arbitration before the American Arbitration Association, unless the parties mutually agree otherwise. Such arbitration shall be conducted in Gulfport, Mississippi, unless the parties mutually agree otherwise, in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then in effect. A demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association, and shall be made within a reasonable time after the claim has arisen, and in no event be made after the date when institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. Any award entered in the arbitration may be enforced by any court having competent jurisdiction thereof. No arbitration will include, by consolidation, joinder, or otherwise, parties other than MPC and Customer.

17. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and computer software, prepared by MPC pursuant to this Agreement are instruments of service with respect to the Customer's facility. They are not intended or represented to be suitable for reuse by Customer or others on extensions of the Customer's facility or on any other project. Any reuse without prior written verification or adaptation by MPC for the specific purpose intended will be at Customer's sole risk and without liability or legal exposure to MPC, its parent or affiliates. Customer shall defend, indemnify and hold harmless MPC, its parent and affiliates against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse.

18. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof that are not fully expressed herein.

Contract No._____

SERVICES AGREEMENT

City of Gulfport
4050 Hewes Ave
Gulfport, MS 39507

Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39502-4079

("MPC")

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between Mississippi Power Company and the above referenced Customer, and is effective on the date it is executed by Customer and accepted by MPC. MPC hereby agrees to perform and provide Customer with the services described hereinbelow ("Services"), on the terms and conditions set-forth on the face page of this Agreement and the reverse side hereof.

Description of Services	**Total Charges**
Sale: 4 - Pole Adapter Brackets	
	Total - $4,039.39

NOTES: Traffic Control & Safety Dept

AGREED TO BY:

City of Gulfport
("Customer")

By: _____
(Signature)

Billy Hewes
(Name typed or printed)

Title: Mayor

Date: May 3, 2023

ACCEPTED BY:

Mississippi Power Company
("MPC")

By: _____
(Signature)

Giff Ormes
(Name typed or printed)

Title: **Marketing & Sales Director**

Date: 5-12-23

05022023_23

1. Payment. Customer shall pay or cause to be paid to MPC the full price for the Services upon acceptance of the Project. Payment shall be made net thirty (30) days of invoice date.

2. Term. For each Service provided under this Agreement, the Exhibit attached to this Agreement will state the term during which those Services may be provided. This Agreement will continue in effect until the last term contained in any Exhibit to this Agreement expires or is terminated.

3. Termination. If Customer fails to make any payment due hereunder, and such failure continues for seven (7) days after said payment is due MPC, then MPC may terminate this Agreement for cause. In the event of such termination, Customer shall pay MPC for all work performed to the date of termination, overhead and profit on all work covered by this Agreement, and demobilization costs.

4. Limited Warranty. For a period of ninety (90) days after the completion of the Services, MPC warrants that the Services performed by MPC hereunder, will be performed in a good, professional, workmanlike and competent manner, in conformity with all applicable professional standards. If Customer notifies MPC of any defective or non-conforming Services within ninety (90) days after the completion of the Services, then MPC shall correct or re-perform the defective or non-conforming Services; provided, however, that, MPC's sole obligation and Customer's exclusive remedy for defective or non-conforming Services is for MPC to correct or re-perform the defective or non-conforming Services within ninety (90) days after the completion of the Services, subject to the limitation of liability set-forth herein. MPC shall be entitled to rely on the accuracy and currency of information supplied by or at the direction of Customer, or available from generally acceptable reputable sources. MPC's WARRANTY EXPRESSED IN THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE PARTICULAR SERVICES TO BE PERFORMED HEREUNDER BY MPC TO ACHIEVE CUSTOMER'S PURPOSES.

5. Limitation of Liability. MPC, its affiliates and parent and their respective agents, representatives, employees, successor's and assigns, liability to Customer, its respective successors or assigns, for damages or alleged damages whether arising from breach of this Agreement, breach of warranty, tort or otherwise with respect to the Services performed hereunder by MPC, is limited to and shall not exceed the amount of compensation paid to MPC hereunder for the particular Services out of which the liability arose. In no event shall MPC, its affiliates and parent and their respective agents, representatives, employees or successors and assigns be liable to Customer or any individual or entity for any unforeseeable, indirect, incidental, punitive, consequential or special damages, including without limitation, any loss of revenues or loss of profits.

6. Independent Contractor. MPC shall be deemed to be an independent contractor in the performance of the Services hereunder and shall not be considered or permitted to be an agent, servant, joint venturer or partner of Customer. All persons furnished, used, retained or hired by or on behalf of MPC shall be considered to be solely the employees or agents of MPC.

7. Force Majeure. MPC shall not be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of MPC. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond MPC' reasonable control.

8. Incorporation of Exhibits. Each Exhibit referenced in and attached to this Agreement is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this Agreement and any Exhibit, this Agreement shall control.

9. Indemnification. To the extent permitted by law, Customer party shall and hereby does indemnify and hold harmless MPC, its parent and affiliates, their respective officers, directors, employees and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, demands and expenses, including reasonable legal fees and expenses, arising out of a hazardous waste, spill or condition on the Customer's property, or due to the negligence or willful misconduct of Customer. Such indemnification shall survive the termination of expiration of this Order.

10. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Mississippi, United States of America (without giving effect to principles of conflicts of laws). The interested party hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of Mississippi and to the State Courts of the State of Mississippi for the purposes of resolving any dispute arising under or in connection with this Agreement and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereinafter have to any such proceedings.

11. Customer Assistance. Customer understands and agrees that it will use reasonable efforts in performing assistance and support for MPC as MPC performs its obligations hereunder. Any delays, facilities unavailability, tardiness in response or Customer fault (other than force majeure events) will constitute grounds for an equitable adjustment in MPC' compensation and extension of performance periods.

12. Environmental Concerns. If and to the extent that any Services are performed in connection with, on, or regarding any real property, MPC disclaims any and all responsibility for or concerning any present or past disposal of pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response Compensation Liability Act, as amended (42 U.S.C. § 9601 et. seq.), and the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et. seq.), or any other environmental law, ordinance, rule or regulation, other industrial and solid wastes and other pollutants, contaminants and dangerous and toxic substances (collectively "Hazardous Substances") on or in such real property, and for or concerning any conditions with respect to soil, surface waters, ground waters, stream settlements and similar environmental conditions (collectively, "Environmental Conditions") on or off site of such real property, whether any or all of the above arises or results from the activities of Customer or the uncertain or unknown activities of Customer's predecessors in interest to such real property or any other person or entity. It is Customer's sole obligation, as its own cost and expense (and at the request of MPC should MPC discover any Hazardous Substances on or Environmental Conditions at such real property), to comply or to ensure compliance with, and for all matters arising out of all laws, ordinances, rules and regulations, agreements with governmental entities and court and administrative orders with respect to or regarding any Hazardous Substances, Environmental Conditions and/or any other circumstances, activity and/or incident referenced in the previous sentence, including without limitation the performance of any and all necessary or appropriate remedial action thereto or therefore. To the extent permitted by law, Customer agrees to indemnify MPC, its affiliates and their respective employees, officers, agents and directors from and against all injuries, losses, damages, costs, expenses and other liabilities, including without limitation, attorneys' fees and expenses of litigation, which may arise out of, result from or be connected with any Hazardous Substances, Environmental Conditions and/or any other circumstances, activity and/or incident referenced in the previous two sentences. Customer warrants that it has not caused or permitted any activity on such real property that generates, manufacturers, refines, transports, treats, stores, handles, disposes, transfers, produces or processes Hazardous Substances, except in compliance with all applicable laws, ordinances, rules and regulations, agreements with governmental agencies and court and administrative orders, and has not caused or permitted and has no knowledge of the release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping of any Hazardous Substances on or off the site of such real property. Customer agrees to indemnify MPC, its parent and affiliates and their respective employees, officers, agents and directors from and against all injuries, losses, damages, costs, expenses and other liabilities, including without limitation attorneys' fees and other expenses of litigation, which may arise out of, result from or be connected with any circumstances, activity and/or incident referenced in the previous sentence.

13. Partial Invalidity. If any provision of this Agreement is found to be unenforceable then, notwithstanding such unenforceability, this Agreement shall remain in effect and there shall be substituted for such unenforceable provision a like but enforceable provision which most nearly effects the intention of the parties. If a like but enforceable provision cannot be substituted, the unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in effect, provided that the performance, rights and obligations of the parties hereunder are not materially adversely affected by such deletion.

14. Changes. If Customer desires to make a change in the Scope of Work set forth in Exhibit A or to increase the time for performance, if any, of MPC' Services under this Agreement, or to adjust the amount payable to MPC under this Agreement ("Contract Price"), it may request a Change Order for a change in the project, the time for performance, and/or the Contract Price. The Change Order will become effective when it is signed by a duly authorized representative of both Customer and MPC. Without limitation, MPC shall be entitled to a Change Order extending the time for performance and/or increasing the Contract Price if: (i) A Force Majeure event causes a delay or increase in cost with respect to any aspect of the services; (ii) a change in any applicable law or regulation or any legal action prevents or delays the performance of any aspect of the Services or increases the cost of any aspect of the Services; (iii) MPC is delayed at any time in the progress of performing its obligations under this Agreement by an act of Customer or any contractor or other entity employed by Customer; or (iv) if conditions are encountered at Customer's facilities which were concealed or differ from those indicated in this Agreement or any attachment hereto, or are unknown physical conditions of an unusual nature which differ from those ordinarily found to exist in similar activities of the character provided for by this Agreement..

15. Right to Subcontract. It is understood and agreed that MPC shall have the right to subcontract all of its performance obligations under this Agreement, including, but not limited to, the provision of equipment, installation, warranty and maintenance services set forth herein; provided however, that MPC shall remain responsible to Customer for all obligations so subcontracted. Customer agrees that any such subcontractor shall be entitled to access and use the Customer's facility for the performance of Services subcontracted by MPC. Customer agrees to provide any subcontractor designated in writing by MPC to perform its obligations hereunder, with a copy of any notice required to be given to MPC by Customer hereunder.

16. Disputes. The parties agree to use reasonable efforts to resolve any and all disputes arising under or in connection with this Agreement by mutual consultation. However, if any dispute exists which remains unresolved longer than ten (10) business days from the date on which one party notifies the other party of such dispute in writing, then either party may refer such dispute to final, exclusive, and binding resolution pursuant to arbitration before the American Arbitration Association, unless the parties mutually agree otherwise. Such arbitration shall be conducted in Gulfport, Mississippi, unless the parties mutually agree otherwise, in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then in effect. A demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association, and shall be made within a reasonable time after the claim has arisen, and in no event be made after the date when institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. Any award entered in the arbitration may be enforced by any court having competent jurisdiction thereof. No arbitration will include, by consolidation, joinder, or otherwise, parties other than MPC and Customer.

17. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and computer software, prepared by MPC pursuant to this Agreement are instruments of service with respect to the Customer's facility. They are not intended or represented to be suitable for reuse by Customer or others on extensions of the Customer's facility or on any other project. Any reuse without prior written verification or adaptation by MPC for the specific purpose intended will be at Customer's sole risk and without liability or legal exposure to MPC, its parent or affiliates. Customer shall defend, indemnify and hold harmless MPC, its parent and affiliates against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse.

18. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof that are not fully expressed herein.

MEMORANDUM – CITY OF GULFPORT

Date: **MAY 24, 2023**

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

From: **Police Department**
Code Enforcement Division

Subject: **Chapter 3 Notice(s) to be made part of the minutes.**

RE: **Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:**

Parcel 1: 1010K-01-041.000. Life Estate 2015-6371 Lot 10 Blk 11 Lake Forest Subd Unit #1. Property Located At 704 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Parratore Dolores M L/E Case: 11011

Parcel 2: 1008K-03-008.000. 6.2 AC(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances, Remove Or Relocate Furniture. Mark IV Realty Corporation Case: 11230

Parcel 3: 0910M-03-032.000. Lots 8 - 10 Blk 23 Myrtle Resurvey. Property Located At 2817 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Prohibited Items, Remove Or Repair & Legally Tag, Board Up And Secure Openings, Clean And Sanitize Pool, Correct Unsanitary Condition, Remove Clutter And Debris. Linker Christina Case: 11231

Parcel 4: 0908O-02-072.000. Lot 219 Pine Hill Subd Part 2. Property Located At 2621 Samuel St. For Violation Of Cut & Clean The Property , Remove Weeds, Vines, Limbs, Tr , Remove/Haul Off Trash & Debris , Remove Or Repair & Legally Tag , Make Necessary Repairs , Repair, Maintenance Or Remove , Park In Approved Location , Remove Clutter And Debris . Forehand Janice S Case: 11296

SOLE-SOURCE PURCHASE

MS Code Section 31-7-13 (m)(viii)

"This is to certify that this purchase covers a commodity which is available from one source only and neither comparative nor competitive quotations can be obtained."

Sole Source certifications should be signed by the individual responsible for the justification. Attach letter from Supplier certifying that they are a Sole Source Supplier of the item be requested.

1. Do other companies make similar commodities that will do the same job or meet the same goals?

   Yes ____ No ✓

2. How is this item unique from all others? This equipment is compatible with existing shoring/stabilization equipment within all three task Forces within the state. No other system is compatible.

3. What can this item do that the others can't? It can be used in conjuction with our existing equipment. This equipment ensures modular connections with our cache.

4. Is there a copyright or patent on the commodity? Yes

5. Is this item available from other distributors? NO

Signature

STATE HOMELAND SECURITY GRANT PROGRAM

SOLE SOURCE PROCUREMENT FORM

Use of sole source procurement is discouraged. If, after completion of the competitive bidding process, only **one responsive** bid is received (less than two complete competitive bids received), then this is a sole source procurement (based on the Office of Management and Budget Circular 66). Sole source procurement will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the State Procurement Code and the federal requirements as outlined below:

1. All sole source procurement requires the explicit prior written approval of the State Administrative Agency.

2. This form requesting any sole source procurement approval must be submitted to the SAA by the Procurement Officer for the subgrantee's unit of government prior to purchase and follow the requirements according to dollar amounts as outlined in the State Homeland Security Grant Program Procurement Procedures. This form must also contain sufficient documentation to justify the request and should address the following information:

   a. Brief description of the program: The Mission of the Mississippi Task Force is to provide a highly specialized, all-hazards response capability to provide services to local jurisdictions that are overwhelmed by natural and man-made disasters and to increase civilian survivability during these disasters.

   b. Complete description of requested line item(s) as they are listed in the grant application, and costs for which the sole source procurement is being sought:

Paratech Rescue Strut, 16 Shore Trench Kit	$34,000
Paratech Light US&R Strut System	$84,000
Paratech Vehicle Stabilization Kit	$4,900
Paratech Elevator Shaft rescue Kit	$3,200
Paratech Multiforce Remote Placement bag	$9,700
Paratech 3" mounting clips	$2,060
Paratech 3.5" clips for gold struts	$1,458
Paratech Mounting Rail and clip components	$3102.86
Paratech Cargo bin for 12" bases	$522
Paratech Cargo bin for 16" bases	$608
Total:	$149,199.36

   c. Explanation of need to contract noncompetitively to include the expertise of the contractor, management, responsiveness, knowledge of program, and experience of contractor personnel: The Mississippi Task Force currently owns this vendor's search and rescue equipment, the equipment parts being purchased is for this existing equipment and is not offered by another known vendor. The vendor has produced a sole source letter. This equipment is being purchased to replace existing aging shoring equipment. Hurst air shore is no longer being manufactured to our knowledge.

   d. Time constraints such as when contractual coverage is required and why, impact on the program if dates are not met, time it would take another contractor to reach the same level of competence (equate to dollars if desired): Due to the limited expansion of our existing shoring, we have a limited ability to effectively perform rescue operations. After review this equipment was determined crucial for the operational effectiveness to be able to work with our other task forces within the state to be able to be used throughout the state for all emergency response to include weather seasons that are approaching and the shoring of aging infrastructure within the state of Mississippi.

   e. Uniqueness: Paratech is the existing stabilization for the Mississippi Task Force. After research we cannot locate another vendor that offers the same compatibility with our existing shoring applications.

   f. Other points that should be expressed to substantiate the request; and,

   g. A declaration that this action is in the "best interest" of the agency.

Training has been performed to determine a needs assessment of our search and rescue responsibilities. All Task Force leaders within the state agreed it is in our best interest to purchase the same shoring equipment to provide standardized familiarization among Task Force personnel and to ensure that equipment is compatible with all three structural collapse caches within the state.

Sub-recipient's Procurement Officer — Date: 4.11.23

Sub-recipient's Project Director — Date: 04/05/23

Grant Number

APPROVED
DPS - MS OFFICE OF
HOMELAND SECURITY

SAA Official Authorized to Sign — Date: 4/13/23

Send the form to the following address: **Attn: Beth Loflin_MS Office of Homeland Security, Mississippi Office of Homeland Security1230 Raymond Rd. Jackson, MS 39204, 601-987-1232. Beth.loflin@dps.ms.gov**

PROPOSED SOLE SOURCE
ADVERTISEMENT

The City of Gulfport, MS is announcing the proposed sole source Paratech Strut Systems. Justification of said purchase may be found at www.gulfport-ms.gov .

Publish Dates:
06/7/2023
6/14/2023

City of Gulfport

ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am (local time), June 27, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for Citywide Lift Station Rehabilitation Project. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for the rehabilitation of existing sewer pump stations located inside the City limits of Gulfport. Provided through the American Plan Act of 2021 and consists of rehabilitation of existing sewer pump stations located in the city limits of Gulfport. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at www.gulfportmsbids.com or via email jversiga@gulfport-ms.gov, Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at https://mscpc.com.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Grant of 2022(Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26,20222) and Mississippi House Bill 1716, 2023 Regular Session (March 22,2023) , Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, asapplicable. The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting,

all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email jversiga@gulfport-ms.gov .To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on June 20, 2023.

All proposals should be submitted sealed and marked on outside “City Wide Lift Station Rehabilitation.”

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on June 8, 2023 and June 15, 2023.

City of Gulfport

ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am (local time), June 27, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for Debuys Road Sewer Pump Station – Forcemanin connection to West Biloxi Wastewater Treatment Plant. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for repairing existing force main, associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant. The project will utilize American Plan Act of 2021 and consists of rehabilitation of existing sewer pump stations locatedin the city limits of Gulfport. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at www.gulfportmsbids.com or via email jversiga@gulfport-ms.gov Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at https://mscpc.com.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Grant of 2022(Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26,20222) and Mississippi House Bill 1716, 2023 Regular Session (March 22,2023) , Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.

The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email jversiga@gulfport-ms.gov. To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on June 20, 2023.

All proposals should be submitted sealed and marked on outside "West Biloxi Wastewater Treatment Plant"

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on June 8, 2023 and June 15, 2023.

City of Gulfport
Request for Qualifications for Engineering Services

Legal Notice

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for installation of two new water wells within Gulfport's certificated water franchise area. The Consultant's scope of services includes, but is not limited to, surveying, hydraulic modeling, development of construction plans/specifications, deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

Upon selection, negotiation, and execution of contract, the City of Gulfport anticipates the duration of the consultant's contract to be approximately two (2) years, executing the said contract on or about July 2023.

Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport o**ne (1) original and one (1) copy plus a digital version** of their Qualifications which should consist of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;

2. A resume for each principal member**,** the project manager, and employee(s) of the firm anticipated to be assigned to the project**.** Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*;

3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the consultant's cost and consultant's schedule completion and actual completion of this work;

4. Provide any information to indicate that the team has the necessary resources, including available staff, to complete the project within the timeframe indicated above. The Consultant should indicate any other active and planned projects that any individuals, as listed on the organization chart (including any subconsultant(s)), are currently working to complete. The consultant should indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time.

5. A response containing the information upon which the consultant will be evaluated; and,

6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf

The City of Gulfport will evaluate the Qualifications based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work;

2. Qualifications of the principals and professionals to be assigned;

3. The consultant's experience in working with projects involving public funding;

4. The extent of in-house capabilities of the firm; and

5. The consultant's size and capability of available staff to perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Qualifications and/or to discontinue contract execution with any party at any time prior to final contract execution.

All questions in reference to this RFQ shall be directed in writing to jversiga@gulfport-ms.gov. The last day to submit questions will be June 20, 2023 at 10:00 am.

To be considered, all replies must be received in person at the Office of the Procurement, at 1410 24th Street, Gulfport, MS 39501, or online at www.gulfportmsbids.com on or before 10:00 a.m. June 27, 2023. The Proposal should be submitted and marked on the outside as **"Gulfport New Water Wells Installation".**

This Legal Notice will appear in The Sun Herald on June 8, 2023 and June 15, 2023.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to ensure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

Send Invoice & Proof of Publication to: **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 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 23, 2023

RE: A/C for Fire Station #10 – Building Maintenance Department

The Purchasing Department sent out 3 bids but only received 1 back. We reviewed the quote received on the above referenced item and determined Eagle Services to be the best bid for a total amount of $6,069.60.

Purchase Order #232146 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.

BUILDING MAINTENANCE DEPARTMENT - NEW A/C FOR FIRE STATION #10

PO # 232146

	QTY	EAGLE SERVICES		ADOLPH BOURDIN		J&S HEATING AND AIR	
A/C FIRE STATION #10	1	$ 6,069.60	$ 6,069.60	NO BID	$ -	NO BID	$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 6,069.60		$ -		$ -

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 23, 2023

RE: A/C for Fire Station #11 – Building Maintenance Department

The Purchasing Department sent out 3 bids but only received 1 back. We reviewed the quote received on the above referenced item and determined Eagle Services to be the best bid for a total amount of $6,069.60.

Purchase Order #232147 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.

BUILDING MAINTENANCE DEPARTMENT - NEW A/C FOR FIRE STATION #11

PO # 232147

	QTY	EAGLE SERVICES		ADOLPH BOURDIN		J&S HEATING AND AIR	
A/C FIRE STATION #11	1	$ 6,069.60	$ 6,069.60	NO BID	$ -	NO BID	$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 6,069.60		$ -		$ -

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 25, 2023

RE: A/C for Fire Station #12 – Building Maintenance Department

The Purchasing Department sent out 3 bids but only received 1 back. We reviewed the quote received on the above referenced item and determined Eagle Services to be the best bid for a total amount of $16,922.00.

Purchase Order #232187 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.

BUILDING MAINTENANCE DEPARTMENT - NEW A/C FOR FIRE STATION #12

PO # 232187

	QTY	EAGLE SERVICES		ADOLPH BOURDIN		J&S HEATING AND AIR	
A/C FIRE STATION #12	1	$ 16,922.00	$ 16,922.00	NO BID	$ -	NO BID	$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 16,922.00		$ -		$ -

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 22, 2023

RE: A/C for Hardy Building – Building Maintenance Department

The Purchasing Department sent out 3 bids but only received 1 back. We reviewed the quote received on the above referenced item and determined Eagle Services to be the best bid for a total amount of $74,399.00.

Purchase Order #232145 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.

BUILDING MAINTENANCE DEPARTMENT - NEW A/C FOR HARDY

BUILDING PO # 232145

	QTY	EAGLE SERVICES		ADOLPH BOURDIN		J&S HEATING AND AIR	
A/C HARDY BUILDING	1	$ 74,399.00	$ 74,399.00	NO BID	$ -	NO BID	$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 74,399.00		$ -		$ -

PURCHASING DEPARTMENT

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

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

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Olivia McMahan, Procurement Specialist

Date: May 16, 2023

RE: Code Enforcement
11826 Klein Rd, Case # 10955

The Purchasing Department reviewed 3 bids that were received for the above referenced property. We found that A D & R has the lowest and best bid at $7,000.00 and purchase order number 232057 was issued.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 232057	A D & R	L & M LAWN CARE	860 PROPERTY MAINTENANCE	
11826 KLEIN RD CASE # 10955				
Obtain Permit / Demolish Structure	$7,000.00	$7,384.00	$15,000.00	

PURCHASING DEPARTMENT

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

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

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Olivia McMahan, Procurement Specialist

Date: April 10, 2023

RE: Code Enforcement
2506 Madison St. Case # 10855

The Purchasing Department reviewed 3 bids that were received for the above referenced property. We found that L & M Lawn Care has the lowest and best bid at $5,231.00.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO #	L & M LAWN CARE	Southern Enviro Construction, LLC	A D & R	
2506 MASISON ST CASE # 10855				
Obtain Permit / Demolish Structure	$5,231.00	$6,200.00	$6,200.00	

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 16, 2023

RE: Flatbed trailer – Fire Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Lewis Trailers Sales to be the lowest and best bid for a total amount of $16,975.00.

Purchase Order #232081 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.

FIRE DEPARTMENT - FLATBED TRAILER

PO # 232081

	QTY	LEWIS TRAILER SLAES		NORTHSHORE TRAILER & EQUIPMENT		JBT POWER	
FLATBED TRAILER	1	$ 16,975.00	$ 16,975.00	$ 18,801.25	$ 18,801.25	$ 19,199.00	$ 19,199.00
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 16,975.00		$ 18,801.25		$ 19,199.00

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 16, 2023

RE: Flatbed trailer – Fire Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Lewis Trailers Sales to be the lowest and best bid for a total amount of $16,975.00.

Purchase Order #232081 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.

FIRE DEPARTMENT - FLATBED TRAILER

PO # 232081

	QTY	LEWIS TRAILER SLAES		NORTHSHORE TRAILER & EQUIPMENT		JBT POWER	
FLATBED TRAILER	1	$ 1,675.00	$ 1,675.00	$ 18,801.25	$ 18,801.25	$ 19,199.00	$ 19,199.00
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 1,675.00		$ 18,801.25		$ 19,199.00

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: May 25, 2023

RE: Skid Steer – Fire Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Parish Tractor Company to be the lowest and best bid for a total amount of $65,642.17.

Purchase Order #232487 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.

Fire Department - Skid Steer

PO # 232487

	QTY	Parish Tractor Company Inc.	Capital Tractor	Lee Tractor
Kubota Skid Steer	1	$ 60,632.07	$ 62,705.17	$ 59,134.08
Grapple Bucket		$ 4,160.10	$ 6,126.00	$ 6,318.00
Force Forks		$ 850.00	$ 989.00	$ 1,600.00
PDI				
Total		$ 65,642.17	$ 69,820.17	$ 67,052.08

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 16, 2023

RE: Power Pedestal Parts – Harbor Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Haven Dock & Marine to be the lowest and best bid for a total amount of $17,260.40.

Purchase Order #232069 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.

HARBOR DEPARTMENT - POWER PEDESTAL PARTS

PO # 232069

	QTY	HAVEN DOCK & MARINE		REXEL USA		ALL-PHASE ELECTRIC SUPPLY	
MAIN DOOR	265	$ 63.50	$ 16,827.50	$ 93.12	$ 24,676.80	$ 93.93	$ 24,891.45
BUS BAR ASSEMBLY	6	$ 72.15	$ 432.90	$ 104.20	$ 625.20	$ 128.69	$ 772.14
			$ -		$ -		$ -
Total			$ 17,260.40		$ 25,302.00		$ 25,663.59

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: May 24, 2023

RE: Police Vehicles 2023 Ford – Police Department

The city is still under a State of Emergency due to the spread of Covid 19 and potential associated impacts which threaten to affect areas such as vehicle purchases. The supply chain issues have made it difficult to find vehicles and to get quotes for vehicles.

The Purchasing Department was able to get three quotes, however Gray Daniels Ford was the only dealership with 7 vehicles available for purchase. They were also the lowest bid and purchase order number 232104 for a total amount of $300,545.00 was issued.

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.

POLICE DEPARTMENT - POLICE VEHICLES 2023 FORD

PO # 232104

	QTY	GRAY DANIELS FORD		KIRK AUTO GROUP		DUVAL FLEET	
2023 FORD	7	$ 42,935.00	$ 300,545.00	$ 43,689.00	$ 305,823.00	$ 46,727.04	$ 327,089.28
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 300,545.00		$ 305,823.00		$ 327,089.28

PURCHASING DEPARTMENT

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: May 17, 2023

RE: Supplies for Custody Exchange Project – Public Works Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Ferguson Waterworks to be the lowest and best bid for a total amount of $21,024.25.

Purchase Order #232093 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 DEPARTMENT - SUPPLIES FOR CUSTODY EXCHANGE PROJECT

PO # 232093

	QTY	FERGUSON WATERWORKS		SOUTHER WATERWORKS SUPPLY		SOUTHER PIPE & SUPPLY		CENTRAL PIPE SUPPLY	
8 CL350 CL DI FASTITE PIPE	20	$ 33.25	$ 665.00	$ 32.24	$ 644.80	$ 46.45	$ 929.00	$ 37.18	$ 743.60
8 X 6' FLG X PE PC DI SPOOL	2	$ 780.00	$ 1,560.00	$ 611.33	$ 1,222.66	$ 905.00	$ 1,810.00	$ 1,032.86	$ 2,065.72
8 X 1'6 FLG X FLG PC SI SPOOL	2	$ 548.00	$ 1,096.00	$ 427.98	$ 855.96	$ 630.00	$ 1,260.00	$ 721.43	$ 1,442.86
8' MJ C153 TEE L/A	2	$ 220.00	$ 440.00	$ 234.79	$ 469.58	$ 228.00	$ 456.00	$ 255.20	$ 510.40
8" FOSTER ADAPTER W/MJ ACCESSORY KIT	2	$ 160.00	$ 320.00	$ 148.93	$ 297.86	$ 164.00	$ 328.00	$ 181.19	$ 362.38
8" MJ C153 90 DEGREE L/A	4	$ 148.00	$ 592.00	$ 157.88	$ 631.52	$ 159.00	$ 636.00	$ 171.60	$ 686.40
8" FLG 90 C110 PC	2	$ 292.00	$ 584.00	$ 310.69	$ 621.38	$ 307.00	$ 614.00	$ 337.70	$ 675.40
25" ROUND CONCRETE PAD	1	$ 14.25	$ 14.25	$ 17.94	$ 17.94	$ 20.00	$ 20.00	$ 22.61	$ 22.61
2PC SCREW 10T/5B COMP CI VALVE BOX - WATER	1	$ 63.00	$ 63.00	$ 89.70	$ 89.70	$ 89.00	$ 89.00	$ 87.75	$ 87.75
8" DI MJ RW OL FATE L/A WITH SS BOLTS	1	$ 1,290.00	$ 1,290.00	$ 1,435.72	$ 1,435.72	$ 1,386.00	$ 1,386.00	$ 1,141.49	$ 1,141.49
8" FLANGE RW OL GATE VALVE WITH 3/4" TAP	2	$ 1,475.00	$ 2,950.00	$ 1,126.68	$ 2,253.36	$ 1,410.00	$ 2,820.00	$ 2,218.82	$ 4,437.64
3/4" PLAIN END BRASS HOSE BID	2	$ 10.00	$ 20.00	$ 8.58	$ 17.16	$ 25.00	$ 50.00	$ 11.68	$ 23.36
8" WATTS 115 PRV 4949-05	1	$ 10,100.00	$ 10,100.00	$ 11,442.38	$ 11,442.38	$ 10,170.00	$ 10,170.00	$ 10,402.16	$ 10,402.16
8" ADJ PIPE SUPP	2	$ 103.00	$ 206.00	$ 134.17	$ 268.34	$ 465.00	$ 930.00	NO BID	$ -
8" MEGALUE F/ C900/IPS PVC	2	$ 54.75	$ 109.50	$ 56.85	$ 113.70	$ 51.00	$ 102.00	$ 61.79	$ 123.58
8" MEGALUG F/DI	10	$ 44.00	$ 440.00	$ 46.17	$ 461.70	$ 67.00	$ 670.00	$ 50.19	$ 501.90
8" SBR MJ GASKER	12	$ 6.85	$ 82.20	$ 10.12	$ 121.44	$ 6.30	$ 75.60	$ 8.45	$ 101.40
3/4" X 4" MJ T-BLT AND NUT	72	$ 2.25	$ 162.00	$ 7.53	$ 542.16	$ 2.14	$ 154.08	$ 2.37	$ 170.64
8" 304SS 150# RR FF 1/8 FLG PACK	9	$ 36.70	$ 330.30	$ 48.01	$ 432.09	$ 54.00	$ 486.00	$ 34.39	$ 309.51
			$ -		$ -		$ -		$ -
Total			$ 21,024.25		$ 21,939.45		$ 22,985.68		$ 23,808.80

MEMORANDUM – CITY OF GULFPORT

Date: **JUNE 1, 2023**

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

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of May, 2023 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of May 1st through May 31st, 2023 to be presented to the City Council on the 6th day of June, 2023 per Mississippi Code § 27-17-501.

DBA	Customer Address Line 1	Posted Date	Tender Amount
CLAW DADDY'S CRAWFISH	15261 RUSSELL BLVD	05/31/2023	$35.00
TWIN OAK CHILD DEVELOPMENT CENTER	1077 PINE STREET	05/31/2023	$39.00
CUT DOCTORS	24880 KNOLLWOOD	05/31/2023	$8.40
SOUTHERN PINES 101	15373 ST CHARLES ST	05/31/2023	$20.00
ALLISTON'S	14494 COLLINS BLVD	05/30/2023	$20.00
ATKINS ENTERPRISE	906 SYCAMORE DRIVE	05/30/2023	$20.00
ALABAMA ARTIFICIAL LIMB & ORTHOPEDIC SERVICE INC	1223 E SOUTH BLVD	05/30/2023	$20.00
MARTY'S TRAILER SALE INTERNET	12580 JOHN ROSS ROAD	05/30/2023	$20.00
HIBBETT SPORTING GOODS INC #480	2700 MILAN COURT	05/30/2023	$150.00
AFFORDABLE SLEEP SOLUTIONS	4721 CHESTNUT RDIGE RD	05/30/2023	$8.40
THRIFTIQUE THRIFT STORE	1900 PASS ROAD	05/26/2023	$20.00
ASHE & C GIFT SHOP LLC	11955 GREENSBORO RD	05/26/2023	$8.40
TESTIN MOBILE MARKETING	841 ARBOR STATION DR	05/26/2023	$8.40
TOUCH OF ELEGANCE BEAUTY / BARBER SALON	2323 24TH AVENUE	05/26/2023	$20.00
THE PORPOISE COVE	820 TOWNSHIP RD	05/26/2023	$8.40
GULF COAST EXOTIC AUTO LLC	2137 E PASS RD	05/26/2023	$235.20
GULFCOAST NUTRITIONLLC	17 HARDY COURT SHOPPING CENTER SUITE C	05/26/2023	$20.00
OYSTER MORELOS	14885 ANGELA DR	05/26/2023	$35.00
TORTILLERIA MORELOS	1988 E PASS RD STE A & B	05/26/2023	$20.00
KAJUN KICK	15206 WESTIN COVE	05/26/2023	$20.00
THE BLOOM SALON STUDIO LLC	58 SUMMIT DR	05/26/2023	$20.00
TYSON OPERATING LLC	1927 25th AVE C	05/26/2023	$20.00
BRUSHES SALON	11568 CAROLINE CT	05/26/2023	$42.20
PRAIRIE FARMS	4001 HWY 190W	05/26/2023	$63.30
DOWNSTAGE PRODUCTIONS THEATRE	13987 JOHN CLARK RD	05/26/2023	$20.00
SONSHINE DESIGNS	422 BEVERLY DR	05/26/2023	$20.00
GREENWISE LLC/STEPHANIE GRAY	505 COBBLESTONE CT	05/24/2023	$8.40
FLOOR TRADER - KEITH RHODES	12175 HWY 49	05/24/2023	$25.00
TOTAL WOMAN HAIR SALON	204 COURTHOUSE STE C	05/23/2023	$42.20
PROPHECY HOMES LLC	8927 LORRAINE RD, SUTIE 204-A	05/23/2023	$20.00
KING HAIR	281 MAIN ST	05/23/2023	$65.80
PERFUMANIA	11920 MIRAMAR PARKWAY	05/23/2023	$50.00
B & B MARBLE & TILE	2220 PASS RD	05/22/2023	$65.80
WIND ROSE SUBDIVISION BLOCK PARTY	14406 AUTUMN CHASE	05/22/2023	$25.00
SUGAR MAMAS II	2005 29TH AVENUE	05/22/2023	$20.00
SLEEP KING	2314 HEWES AVE	05/19/2023	$60.00
JUPITERS COMPLEX	915 5TH ST	05/19/2023	$20.00
COAST DAY SPA	2542 BRIGHTON CIRCLE	05/19/2023	$8.40
THE PARLOUR ON LORRAINE LLC	8910 LORRAINE RD	05/19/2023	$8.40
SALTWATER PROPERTIES, LLC	16114 ORANGE GROVE RD	05/19/2023	$8.40
SALVAGE WORLD OF GULFPORT, LLC	665 EAST PASS RD STE A	05/19/2023	$8.40
B&G NIGHTLIGHTS	104 RALPH DRIVE	05/19/2023	$8.40
SOUTH MS KIDNEY CENTER OF ORANGE GROVE	3850 N CAUSEWAY BLVD	05/19/2023	$99.00
DOMINO PIZZA	2712 25TH AVENUE	05/19/2023	$30.00

E&M WILLIS INC	3325 15TH ST	05/19/2023	$8.40
EXODUS HOME MAINTENANCE SERVICES LLC	13540 HUNTINGTON CIR	05/19/2023	$20.00
SIGNS 24/7.BIZ	2713 BROADMOOR PL	05/18/2023	$8.40
BOUJEE BEVERAGE CARTS	1003 CECILLE	05/18/2023	$8.40
REFLEX LININGS OF SOUTH MS	14231 SEAWAY ROAD UNIT A-2	05/18/2023	$65.80
BLACKWATER REALTY	9175 ASHBURY LN	05/18/2023	$12.60
JW QUICK STOP	8261 ARKANSAS AVENUE	05/18/2023	$73.70
CARPET MART	1261 PASS RD	05/18/2023	$20.00
SEAN SMITH PHOTOGRAPHY	428 COURTHOUSE RD STE C	05/18/2023	$65.80
REGIONS FINANCIAL CORPORATION	P.O. BOX 2047	05/17/2023	$60.00
COLORFUL MINDS	9480 THREE RIVERS RD	05/17/2023	$81.00
CW MOBILE SERVICE LLC	704 SARAZEN	05/17/2023	$12.60
COASTAL CAR WASH	P O BOX 962	05/17/2023	$84.40
COASTAL CAR WASH	P O BOX 962	05/17/2023	$84.40
GULF COAST SPINE SOLUTIONS	14231 SEAWAY RD	05/17/2023	$20.00
LYNN MEADOWS DISCOVERY CENTER	246 DOLAN AVE	05/17/2023	$30.00
YARD STUFF	4803 TENNESSEE AVENUE	05/17/2023	$20.00
UNDER ARMOUR RETAIL OF SOUTH MS, LLC	120 S CENTRAL AVE SUITE 350	05/17/2023	$92.50
HUMANA HEALTH AID	2953 BIENVILLE BLVD #282	05/17/2023	$20.00
MIAZZA MARTIN GIFTS	1208 PASS RD	05/16/2023	$20.00
SOUND SOLUTIONS	2315 25TH AVENUE	05/16/2023	$42.20
J J HILL BRACE COMPANY	1619 BROAD AVE	05/16/2023	$42.20
J J HILL BRACE COMPANY	1619 BROAD AVE	05/16/2023	($22.20)
J J HILL BRACE COMPANY	1619 BROAD AVE	05/16/2023	$22.20
PICTURE THIS WRAPS AND GRAPHICS	925 LAFITTE ST STE F	05/16/2023	$42.20
ROB'S LAWN CARE	108 MITZI DR	05/16/2023	$10.00
WISH LIST	13107 MILES DR	05/16/2023	$20.00
GOLDEN TOUCH PROFESSIONAL	15138 SUNSET DR	05/15/2023	$20.00
CANDLEWOOD VILLA APARTMENTS	1030 35TH ST	05/15/2023	$20.00
PASS THE JUICE LLC	2709 25TH AVE E & F	05/15/2023	$20.00
CPR CELL PHONE REPAIR	15007 CREOSOTE RD #B	05/15/2023	$65.80
NO SMOKE ABOUT IT	11370 HWY 49 H	05/15/2023	$65.80
NO SMOKE ABOUT IT 2.1	2709 25TH AVE UNITS A & B	05/15/2023	($65.80)
MICRO SOURCE	14477 DEDEAUX RD SUITE 2	05/15/2023	$42.20
SERENDIPITY TOO	2701 14TH AVE BOOTH 21	05/15/2023	$20.00
POP BROTHERS	1501 25TH AVE	05/15/2023	$20.00
HANSHAW ENTERPRISE	13018 SWEETWATER TRAIL	05/15/2023	$20.00
ICE CREAM CORNER	15335 DEDEAUX RD #A	05/15/2023	$42.20
MELISSA'S BAKERY	15335 DEDEAUX RD #B	05/15/2023	$42.20
PLAINER'S PRESSURE WASHING LLC	4612 GOLDFINCH DR	05/15/2023	$20.00
DR FEEL GOOD BOTANICALS	1956 E PASS RD STE F	05/15/2023	$42.20
BOBBY'S LOUNGE	1324 FOXWOOD PLACE	05/15/2023	$8.40
THE SHOP	22119 CLARK LANE	05/15/2023	$20.00
BEAUTIFIED BY BRIT LLC	2012 W 2ND #323	05/15/2023	$20.00
BK SALON & BEAUTY LOUNGE	3309 JODY NELSON DR #A	05/15/2023	$20.00
SMOKEEZ & VAPES #2	9293 HWY 49 SUITE B	05/15/2023	$8.40

EGLAND DEI CONSULTING	605 ROSEMARY DR	05/15/2023	$20.00
CORRECTED MOBILITY	14025 N WHITE SWAN DR	05/15/2023	$30.00
CARPET TO GO, LLC.	2205 JOHN HILL BLVD. BLDG 1	05/12/2023	$20.00
TONY NELSON KING OF PHILLY CHEESE STEAKS	11 PASS RD	05/12/2023	$35.00
BRYAN JACOBS AGENCY	1806 25TH AVE	05/12/2023	$20.00
HOUSE OF TEA & APOTHECARY	13118 CARSON RD	05/12/2023	$8.40
THOMPSONS LAWN SERVICE	13436 WINDRIDGE DR	05/12/2023	$20.00
RAVISH SALON & SPA	10459 COLEMAN RD	05/12/2023	$20.00
THE HAIR LOFT	15612 PRAIRIE ST	05/12/2023	$8.40
AMERICA BEST PAINTERS	2902 MONROE ST	05/12/2023	$42.20
OVATION LEARNING CENTER	2415 17TH ST	05/11/2023	$30.00
EL MEXICANO INN INC	1215 30TH AVE	05/11/2023	$35.00
EXP REALTY	45 HARDY CT #103	05/11/2023	$20.00
TORTAS Y TACOS EL LUPILLO INC	1909 E PASS RD STE A-1 & A-2	05/11/2023	$115.00
S & D LAWN CARE	PO BOX 2234	05/11/2023	$20.00
CREEKSIDE MOBILE HOME & RV PARK	2800 19TH AVE	05/11/2023	$8.40
MICHAEL PAYMENT MD CARDIOLOGY PA	4533 13TH STREET	05/11/2023	$30.00
EDDIES PRO PAINTING	14321 DEDEAUX RD SUITE 15	05/11/2023	$20.00
PERFORMANCE SPINE	29301 N DIXIE RANCH RD	05/11/2023	$20.00
DAYS INN	15250 POOLE ST	05/11/2023	$12.60
ALL-IN LAWNCARE & LANDSCAPING SERVICE LLC	2804 34 AVE APT F3	05/09/2023	$8.40
PT SOLUTIONS	1100 CIRCLE 75 PKWY	05/09/2023	$30.00
WHITE CAP LP	6250 BROOK HOLLOW PKWY	05/09/2023	$282.20
GULF COAST BUILDINGS	2100 PASS ROAD	05/09/2023	$16.80
MENTAL HEALTH SERVICES LLC	1902 ACADIAN DR 1	05/09/2023	$10.00
THE INSURANCE STORE LLC	11530 HWY 49	05/09/2023	$16.60
MITCHELL'S HONEY DO HANDYMAN	982 5TH ST	05/08/2023	$11.60
GULF COAST LIGHTING GROUP	P O BOX 6641	05/08/2023	$100.00
GULFEAGLE SUPPLY INC	2900 E 7TH AVE	05/08/2023	$200.00
ROBERTSON CRISTA	14355 PECAN HILL DR	05/05/2023	$8.40
BALANCED MIND AND BODY LLC	368 COURTHOUSE RD	05/05/2023	$8.40
DOMINO PIZZA	2712 25TH AVENUE	05/05/2023	($30.00)
DOMINO PIZZA	2712 25TH AVENUE	05/05/2023	$63.30
BAYWOOD RESERVE RV	1811 SHOP SPRINGS ROAD	05/05/2023	$8.40
THE HOT SPOT BISTRO AND LOUNGE	1948 E PASS RD STE A	05/02/2023	$73.70
BEACH VIEW FAMILY DENTAL	9072 LORRAINE RD	05/02/2023	$30.00
FLOWERS BAKING CO OF NEW ORLEANS, LLC	14373 CREOSOTE RD STE C	05/01/2023	$20.00
HALL OF FADES BARBERSHOP	2300 EAST PASS RD	05/01/2023	$8.40
SALON SEVEN	11428 HWY 49	05/01/2023	$8.40
MAJESTIC ELITE CLEANING SERVICES, LLC	619 E OAK DR	05/01/2023	$8.40
BLUE DOG BISTRO	3707 QUEEN ELIZABETH DR.	05/01/2023	$45.00
BELLA MAGNOLIA	2 NORTHWOOD DR	05/01/2023	$10.00
		MONTHLY TOTAL:	***$4,383.90***

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
FD	Joseph Gill	4/3/2023	5/4/2023	5/4/2023	All records, reports, photographs, videos and other documents pertaining to the fire that occurred on 1/25/23 at the William Bell Apartments on 65th street Gulfport, MS	complete-pending payment	$4.37
Court	Frances Robinson	4/3/2023	4/4/2023	4/4/2023	Police reports, municipal court dates and judgments /decisions regarding ex husband Preston Robinson and the domestic violence charges from February 2021- May 2022. Please list all police report dates, court dates and if Preston was charged or not. Thank you	complete-pending payment	$0.00
PD	Frances Robinson	4/3/2023	4/12/2023	4/12/2023	Police reports, municipal court dates and judgments /decisions regarding ex husband Preston Robinson and the domestic violence charges from February 2021- May 2022. Please list all police report dates, court dates and if Preston was charged or not. Thank you	complete	$4.37
UD	Kaleel and Georgia Salloum	4/3/2023	4/11/2023	4/11/2023	Copy of building permits issued in 2005 for 11018 Channel side Drive Gulfport. Builder : Bayou Plantation Homes Owner : Kaleel and Georgia Salloum	complete-pending payment	$4.37
UD	Chris Estrade	4/3/2023	4/11/2023	4/11/2023	Business privilege license list for Jan , February March 2023	complete-pending payment	$4.37
Court	Mia Fontenot	4/4/2023	4/4/2023	4/4/2023	Case # 201527773, PD # 15-022875 (email attached)	complete-pending payment	$0.00
PD	Mia Fontenot	4/4/2023	4/6/2023	4/6/2023	Case # 201527773, PD # 15-022875 (email attached)	completed- no records 4/6/23 emailed letter	$0.00
Court	Geramy Williams	4/4/2023	4/5/2023	4/5/2023	Domestic restraining order trying to see what the judge wrote down for me and my ex wife, she is trying to put a warrant on me when she's the one that violated the protection order	complete	$0.00
UD	David Mineer	4/5/2023	4/5/2023	4/5/2023	Requesting copies of all issued building permits form 3/1/2023-3/31-2023	complete-DROP BOX LINK	$4.37
UD	Gartman Insurance Agency	4/5/2023	4/11/2023	4/11/2023	Address: 205 48th Street, Gulfport, MS 39507 - Please provide the certificate of occupancy as well as any inspection reports completed on this property that would prove that updates were done to bring home up to code. Homeowner is June Pegram	complete- no records 4/11/23 emailed letter	$0.00
Court	Elizabeth Griffin	(wrong year)	4/5/2023	4/5/2023	PO2022032- Order of Protection (Petitioner Taylor Parker, Respondent Daniel Parker)	complete-denied wrong year 4/5/23 emailed letter	$0.00
UD	Adrienne March-1	4/4/2023	4/18/2023	4/18/2023	I need all records associated with 300 45th St Gulfport, MS 39507. New & Old system permits inspection etc. .	complete-pending payment	$4.37
UD	Adrienne March-2	4/4/2023	4/18/2023	4/18/2023	I need all records associated with 3710 Belmede Dr Gulfport, MS 39507. New & Old system permits inspection etc. .	complete- no records 4/18/23 emailed letter	$0.00
UD	Adrienne March-3	4/4/2023	4/18/2023	4/18/2023	I need all records associated with 3710 Belmede Place Gulfport, MS 39507. New & Old system permits inspection etc. .	complete-pending payment	$4.37
UD	Adrienne March -4	4/4/2023	4/18/2023	4/18/2023	I need all records associated with 1114 28th St Gulfport, MS 39501. New & Old system permits inspection etc. .	complete-pending payment	$4.37
UD	Rocky Ruckman	4/5/2023	4/11/2023	4/11/2023	All docs regarding original construction at 11367 Creel Cr	complete- no records 4/11/23 emailed letter	$0.00
PD	Ian Gustafson	4/5/2023	4/5/2023	4/5/2023	Arrest report for Anthony Tyrone Lindsey, who was arrested on or around June 10, 2000 for uttering forgery at a Wal-Mart at 9530 Highway 49, by Dept Heather Dailey	completed	$0.00
Court	Byron Wilbert	4/6/2023	4/6/2023	4/6/2023	Nora Breland	complete-denied too broad/vague , no signature 4/6/2023 emailed letter	
Court	Byron Wilbert	4/6/2023	4/6/2023	4/6/2023	Nora Breland	complete	$0.00
PD	Dena Cox	4/6/2023	4/10/2023	4/10/2023	Please provide police report number for MVA on 3/25/23 Client: Jamar McNaughton Vehicle 2017 Hyundai Elantra Other parties involved : Andrew Witter	complete	$0.00
PD	Melissa Barnes	wrong date	4/6/2023	4/6/2023	Any report and any information within the probable cause hearing that was presented to the judge in accordance with the search warrant signed on 3/22 and executed 3/27".	complete-wrong date 4/6/2023-emailed letter	$0.00
PD	Melissa Barnes	4/7/2023	4/17/2023	4/17/2023	Any report and any information within the probable cause hearing that was presented to the judge in accordance with the search warrant signed on 3/22 and executed 3/27".	completed- active case letter emailed 4/17/23	$0.00
UD	Ana Ramirez	4/7/2023	5/9- reached out dept.	5/9- reached out dept.	Electronic copies of any applications, site plans and documents relating to the installation of a new wireless telecommunications tower between March 9-April 7, 2023. Please exclude all small cell sites as we are concerned solely with macro tower sites.	5/9- reached out dept.	$0.00
Court	Jessica Tisdale	4/10/2023	4/11/2023	4/11/2023	210214060- Full deposition for shoplifting case	completed	$0.00
Court	Justin Thompson	4/10/2023	4/11/2023	4/11/2023	DUI on 6/7/1992 need police report for arrest and abstract of court record for the said offense (agency code 2403 ticket #7141 microfilm # 29790152 info I have it if helps)	complete	$9.00
PD	Justin Thompson	4/10/2023	4/10/2023	4/10/2023	DUI on 6/7/1992 need police report for arrest and abstract of court record for the said offense (agency code 2403 ticket #7141 microfilm # 29790152 info I have it if helps)	complete	$3.00
UD	Mary Treen	4/10/2023	4/11/2023	4/11/2023	Building permit applications/issued residential and commercial over $10K , requesting permits from 3/18 through 3/31/23	complete	$8.75
PD	Silbert, Pitre & Friedman	4/10/2023	4/10/2023	4/10/2023	2023-00015740- Jessica Prince- Any and all dish cam/body cam video, photographs, CAD/dispatch log and 911 calls	completed	$0.00
Court	Mandy Lizana	4/11/2023	4/12/2023	4/12/2023	Any all court records for Brandon Joseph Harty to include warrants, court abstracts, fines, fees etc.	complete- no records 4/12/23 emailed letter	$0.00
	Joseph Charles	4/11/2023	4/13/2023	4/13/2023	201208899/PD# 12-008114	complete- denied too broad/vague 4/13/23 emailed letter	$0.00
PD	Joseph Charles	4/11/2023	4/19/2023	4/19/2023	201208899/PD# 12-008114; Need disposition paperwork for the controlled substance ; schedule III charge	completed- no records 4/19/23 emailed letter	$0.00
Court	Joseph Charles	4/11/2023	4/20/2023	4/20/2023	201208899/PD# 12-008114; Need disposition paperwork for the controlled substance ; schedule III charge	completed- no records 4/20/23 emailed letter	$0.00
Court	Byron Wilbert	4/11/2023	4/12/2023	4/12/2023	Jenny Retzer	complete- no records 4/12/23 emailed letter	$0.00
FD	Bayou Rental Properties	4/12/2023	4/12/2023	4/12/2023	34 31st Street	complete-denied too vague 4/12/23 emailed letter	$0.00
PD	Nick Penzenstadler	4/12/2023	4/19/2023	4/19/2023	Sexual assault investigation on or about 3/14/13 investigated by Dept Kelly Clark involving suspect Steven Jones referred by Jacksonville Sheriff	complete- no records found 4/19/23 emailed letter	$0.00
PD	Ta McLaurin-1	4/12/2023	4/19/2023	4/19/2023	Agency No: 2403 Case No: 21-020144 Crash Report, Copies of photographs taken in connection with the 12/2/21 accident at the intersection of Hyw 605/John Ross Road	complete- no records 4/19/23 emailed letter	$0.00
PW	Ta McLaurin-2	4/12/2023	4/18/2023	4/18/2023	Traffic lights at intersection of Hwy 605/John Road Rd. All maintenance and repair records for traffic lights at this intersection from 12/2/20 to present	complete	$140.00
FD	Ta McLaurin-3	4/12/2023	4/12/2023	4/12/2023	GPD Accident Report No: 2403-21-020144 on 12/2/21. All fire department reports, photographs and documents regarding 12/2/21 MVA at Hwy 605/John Road Rd involving Jesse Burns and Emily Alexander	complete	$4.37
Court	Elizabeth Griffin	4/12/2023	4/13/202	4/13/2023	PO2022032- Order of Protection (Petitioner Taylor Parker, Respondent Daniel Parker)	complete- request can not be completed court can only release records of DAPO's to the petitioner, respondent or their legal counsel per our legal department	$0.00
PD	Melissa McDonald	4/12/2023	4/12/2023	4/12/2023	2023-00030663	complete-denied too vague 4/12/23 emailed letter	$0.00
UD	Nick Thompson	4/13/2023	4/21/2023	4/21/2023	My I please have copies of the following items (if they exist); 1. open code violations 2. permits that need to be closed out 30 unpaid special assessments charges or any liens on the property	complete-no records 4/21/23 emailed letter	$0.00
Code Enforcement	Nick Thompson	4/13/2023	4/13/2023	4/13/2023	My I please have copies of the following items (if they exist); 1. open code violations 2. permits that need to be closed out 30 unpaid special assessments charges or any liens on the property	complete- no records 4/13/23 emailed letter	$0.00
UD	Bridget Dougherty	4/13/2023	4/21/2023	4/21/2023	Building permits applied for/received when the property was completely remodeled from years 2007-2010. Requesting for this property as I am under contract to purchase it and my insurance company is requesting proof of permits to confirm home is up to code from this year	complete- no records 4/21/23 emailed letter	$0.00
PD	Lacey Stewart	4/13/2023	4/19/2023	4/19/2023	Frederick Deandre West B/M driving with suspended license (63-1-57 MS) arrest date 4/5/08 - Case # 08-011464	completed	$0.00
Court	Lacey Stewart	4/13/2023	4/13/2023	4/13/2023	Frederick Deandre West B/M driving with suspended license (63-1-57 MS) arrest date 4/5/08 - Case # 08-011464	completed	$0.00

Court	Torraine Breland	4/13/2023	4/13/2023	4/13/2023	Disposition of misdemeanor charge (abstract of court record) Offense date : 10/25/2000	complete	$9.00
PD	Morris Bart	4/13/2023	4/19/2023	4/19/2023	Crash report #2023-00029257 on March 31, 2023 located in Harrison County on Hwy 49	completed	$0.00
PD	Jonathan Thompson	4/13/2023	4/19/2023	4/19/2023	Traffic Report on Aug 5, 2022 Polk Street and Hwy 49	completed- 4/19/23 mailed letter	$0.00
UD	Kristy Truong	4/13/2023	4/21/2023	4/21/2023	Building code complaints, all police violations, code enforcement violations for 1600 34th Ave Gulfport, MS 39501 4/22 to present	complete-pending payment	$4.37
PD	Kristy Truong	4/13/2023	4/19/2023	4/19/2023	Building code complaints, all police violations, code enforcement violations for 1600 34th Ave Gulfport, MS 39501 4/22 to present	complete- too vague 4/19/23 emailed letter	$0.00
PD	Sean Morrison	4/14/2023	4/19/2023	4/19/2023	Police report concerning a domestic violence incident occurring on 4/3/23 involving Matt Pennell.	completed-active case letter 4/19/23 emailed	$0.00
Court	Steven Jordan	4/14/2023	4/17/2023	4/17/2023	Protection orders (petition for) was filed 15 Nov 2022, court date 22 Nov 2022/need copies of protection order being dropped and no contact order which was put in place by defendant	complete	$9.50
Court	Elizabeth Griffin	4/14/2023	4/20/2023	4/20/2023	PO2022032- Order of Protection (Petitioner Taylor Parker, Respondent Daniel Parker)	complete- denied copies can not be issued to 3rd parties (refer to letter) emailed on 4/20/23	$0.00
PD	Sawgrass Park Apartments	4/17/2023	4/17/2023	4/17/2023	There was shooting on Sawgrass's property on 3/26/2023 where a resident shoot another person on the property. We are trying to evict this resident from our property	complete- active case letter sent on 4/17/23	$0.00
Court	Chelsea Woullard	4/18/2023	4/18/2023	4/18/2023	Arrest Date: 4/10/2018, Miguel Sotelo-Sotelo, Case # 18-00619; DUI refusal to submit to test (63-11-21 MS)	complete	$0.00
UD	Ricky Rhodes	4/18/2023	4/21/2023	4/21/2023	1. Open code violations 2.Permits that need to be closed out; and 3. special assessments or any open items. Add: 1638 20th Street Gulfport, MS 39501. Parcel :0811G-014-026.00. File: 1018388	complete- no records 4/21/23 emailed letter	$0.00
Code Enforcement	Ricky Rhodes	4/18/2023	4/18/2023	4/18/2023	1. Open code violations 2.Permits that need to be closed out; and 3. special assessments or any open items. Add: 1638 20th Street Gulfport, MS 39501. Parcel :0811G-014-026.00. File: 1018388	complete- no records 4/18/23 emailed letter	$0.00
UD	Elizabeth Robinson	4/18/2023	5/1/2023	5/1/2023	Zoning history on 1856 Beach Drive Gulfport, MS 1970 to present	complete-pending payment	$17.50
PD	Silbert, Pitre & Friedman	4/19/2023	4/19/2023	4/19/2023	2023-00031332 Wonda McNair; all dash cam/body cam videos, photos, CAD/dispatch log and 911 calls	completed	$0.00
PD	Morris Bart	4/19/2023	4/19/2023	4/19/2023	Body and dam cam video of all responding officers for crash report # 2023-00034740 on 4/16/23 involving our client Sharon Cuevas	completed	$0.00
Court	Gary Crep	4/19/2023	4/20/2023	4/20/2023	Subjects Name : Robert Harper Jr DUI arrest on 4/9/2023	complete- pending case 4/20/23 emailed letter	$0.00
PD	Gary Crep	4/19/2023	4/20/2023	4/20/2023	Subjects Name : Robert Harper Jr DUI arrest on 4/9/2023	complete- active case letter emailed on 4/20/23	
Court	Matthew Becker	4/19/2023	4/19/2023	4/19/2023	Court abstracts/records for misdemeanor and traffic offenses, including DUI for Reynard Joseph Elzy. Please provide info on active bench/capias warrants	complete- denied no signature 4/19/23 emailed letter	$0.00
Court	Matthew Becker	4/19/2023	4/21/2023	4/21/2023	Court abstracts/records for misdemeanor and traffic offenses, including DUI for Reynard Joseph Elzy. Please provide info on active bench/capias warrants	completed	$0.00
	Lena Anderson	4/19/2023	4/19/2023	4/19/2023	Herron, Stacy Lawrence	complete- denied too vague 4/19/23 emailed letter	$0.00
Finance	Allium Data	4/19/2023	4/20/2023	4/20/2023	We are looking for documents that summarize the entity's insurance program and premium paid. Both property and employee benefit information.	completed	$0.00
UD	Ashton Cycyk	4/19/2023	4/21/2023	4/21/2023	Telephone number and state license number for our contractor on building permit number :202101679	complete-pending payment	$4.37
	Price water House Coopers, LL	4/19/2023	4/20/2023	4/20/2023		complete- denied no information listed in "records requested section" and not signed 4/20/23 emailed letter	$0.00
Engineering	Bonnie Brunt	4/19/2023	4/20/2023	4/20/2023	Plot survey of my lot. Need to make sure of measurements and/or easements	completed-no records 4/20/23 emailed letter	$0.00
Court	Capt. Lena Anderson	4/20/2023	4/21/2023	4/21/2023	Garcia, Blake Michael - Felony charge- offense date 2022-11-13/ aggravated domestic violence	completed-no records 4/21/23 emailed letter	$0.00
PD	Capt. Lena Anderson	4/20/2023	4/20/2023	4/20/2023	Garcia, Blake Michael - Felony charge- offense date 2022-11-13/ aggravated domestic violence	completed	$0.00
Finance	Janet Gagliano	4/20/2023	4/20/2023	4/20/2023	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 the cost for these records	completed-too vague emailed letter 4/20/23	$0.00
PD	Dale Long	4/20/2023	4/20/2023	4/20/2023	Case No: S23-1808MS- Body cam footage for an incident that happened on 3/22/23. Report #2023-00026377	completed	$0.00
UD	Bridget Dougherty	4/21/2023	4/21/2023	4/21/2023	Building permits, including electrical and plumbing, that were obtained for work on 4925 Courthouse Rd Gulfport, MS; 39507 from the years 2007-2010. Requesting for this property as I am under contract to purchase it, and my insurance company is requesting proof of permits to confirm home is up to code from this year	complete- no records found 4/21/23 emailed letter	$0.00
UD	Bridget Dougherty-2	4/21/2023	4/21/2023	4/21/2023	Building permits, including electrical and plumbing, that were obtained for work on 4925 Courthouse Rd Gulfport, MS; 39507 from the years 2007-2023. Requesting for this property as I am under contract to purchase it, and my insurance company is requesting proof of permits to confirm home is up to code from this year	complete- no records found 4/21/23 emailed letter	$0.00
Court	Jeffrey Norman	4/21/2023	5/9- reached out court	5/9- reached out court	Possession 2005- File on charge	5/9- reached out court	$0.00
UD	Jordan DeVelle	4/21/2023	4/24/2023	4/24/2023	Certificate of Occupancy	complete- denied to vague 4/24/23 emailed letter	$0.00
Court	Richard Rose	4/25/2023	4/26/2023	4/26/2023	Case No: 2022-00090224, any and all documents, photographs, affidavits, notes, reports, videos, court filings, all contents of the entire file in reference of the provided cases no. Pertaining to COG vs Richard Wayne Rose	complete	$17.75
PD	Richard Rose	4/25/2023	4/25/2023	4/25/2023	Any and all documents, photographs, affidavits, notes, reports, videos, court filings, all contents of the entire file in reference of the provided case no. pertaining to a contact with victim Neil Resh and arrest of Richard Rose for cat-at-large	completed	$0.00
UD	Joshua O'Fair	4/25/2023	4/25/2023	4/25/2023	Please provide information available for the following property at : 2255 Switzer Rd (The Preserve) 1) any open code violations (building, fire and zoning) 2. certificate of occupancy 3) any approval documents or site plans if available	complete- denied not signed 4/25/23 emailed letter	$0.00
PD	Carlos Valdez	4/25/2023	4/25/2023	4/23/2023	I am seeking for long non-redacted accident report. My clients name is Marcases Thompson. The date of loss : May 30, 2022. I do not know the report number.	completed	$0.00
Court	Janet Vital	4/25/2023	4/26/2023	4/26/2023	William Jay Biestel (autho form attached)	complete- no records 4/26/23 emailed letter	$0.00
UD	Joshua O'Fair	4/25/2023	1/3/1900	4/26/2023	Please provide information available for the following property at : 2255 Switzer Rd (The Preserve) 1) any open code violations (building, fire and zoning) 2. certificate of occupancy 3) any approval documents or site plans if available	complete-pending payment	$8.75
FD	Joshua O'Fair	4/25/2023	5/1/2023	5/1/2023	Please provide information available for the following property at : 2255 Switzer Rd (The Preserve) 1) any open code violations (building, fire and zoning) 2. certificate of occupancy 3) any approval documents or site plans if available	complete-pending payment	$4.37
Code Enforcement	Joshua O'Fair	4/25/2023	4/26/2023	4/26/2023	Please provide information available for the following property at : 2255 Switzer Rd (The Preserve) 1) any open code violations (building, fire and zoning) 2. certificate of occupancy 3) any approval documents or site plans if available	complete- no records found 4/26/23 emailed letter	$0.00
Engineering	Joshua O'Fair	4/25/2023	5/9 reached to dept.	5/9 reached to dept.	Please provide information available for the following property at : 2255 Switzer Rd (The Preserve) 1) any open code violations (building, fire and zoning) 2. certificate of occupancy 3) any approval documents or site plans if available	5/9 reached to dept.	$0.00
Court	Charles Bryan	4/25/2023	4/25/2023	4/25/2023	any records regarding this case, shoplifting	completed-pending payment	$0.00
UD	Ryan Busby	4/25/2023	4/25/2023	4/25/2023	Certificate of Occupancy/completion	complete- denied too vague 4/25/23 emailed letter	$0.00
PD	Mitch Owen, Owen and Owen, PLLC	4/26/2023	4/26/2023	4/26/2023	2023-014795; all incident and/or accident reports associated with this case number	complete- active case letter emailed on 4/26/23	$0.00
Court	Nyri Brown	4/26/2023	4/27/2023	4/27/2023	Domestic violence documentation showing charges, whether it was felony or misdemeanor and the final disposition (2 charges)	complete-pending payment	$0.00
Court	Nathan Stanley	4/26/2023	4/27/2023	4/27/2023	2014-27900- please include documents that show fines were paid and release from probation.	complete	$9.63
PD	Richard Rose	4/26/2023	5/1/2023	5/1/2023	Any and all documents , interviews, photographs, affidavits, notes, reports, videos & audio, witness statements police reports, the entire case file in the case of COG vs Richard Rose 2022-01123283	completed	$0.00

Court	Richard Rose	4/26/2023	4/28/2023	4/28/2023	Any and all documents , interviews, photographs, affidavits, notes, reports, videos & audio, witness statements police reports, the entire case file in the case of COG vs Richard Rose 2022-01123283	complete- active case 4/28/23 emailed letter	$0.00
PD	Yvette Jackson	4/26/2023	5/1/2023	5/1/2023	Parking lot incident 4802 Washington Ave- Report Number 2023-00007749 date of incident 1/26/23. We have the original report there were no errors. Daniel Wilson had the errors corrected and an amended report is available. I need a copy of the amended report.	complete	$0.00
PD	Kelvin Magree	4/26/2023	4/26/2023	4/26/2023		complete- denied records request blank and no signature 4/26/26 emailed letter	$0.00
PD	Joshua Garcia	incorrect date	4/28/2023	4/28/2023	Wanted body footage of case #9024080410230006	completed- denied incorrect date ; date of req 4/10/23; submitted on 4/27/23 via fax- emailed letter 4/28/23	$0.00
PD	Kie'Osha Tait	incorrect date	4/28/2023	4/28/2023	Elijah Dixon needs a copy of a incident report on September 2021 on his vehicle being stolen. Case # N/A	completed- denied incorrect date ; date of req 4/21/23; submitted on 4/27/23 via email- emailed letter 4/28/23	$0.00
Court	Jennifer Smith	4/27/2023	5/4/2023	5/4/2023	all previous domestic violence matters if applicable	complete-pending payment	$0.00
Court	NICS	4/27/2023	4/29/2023	4/29/2023	10-023026- Please verify subject completed DVIP and if case was remanded to file	completed	$0.00
PD	Amanda Locke- TICS Unit	4/27/2023	5/1/2023	5/1/2023	Seeking court disposition/judgment for an arrest on Artry, Teivyun Mikeheal. He was arrested by Gulfport PD on 6/8/22, for accessory after the fact (see attached request)	completed- no records 5/1/2023 emailed letter	$0.00
Court	Amanda Locke- TICS Unit	4/27/2023	5/9/2023	5/9/2023	Seeking court disposition/judgment for an arrest on Artry, Teivyun Mikeheal. He was arrested by Gulfport PD on 6/8/22, for accessory after the fact (see attached request)	completed- no records 5/9/2023 emailed letter	$0.00
PD	Catharine Bird	4/28/2023	5/5/2023	5/5/2023	A fire that occurred on 2/9/23 at 3318 39th Ave Gulfport, MS 39501	complete- no records found 5/5/23 emailed letter	$0.00
FD	Catharine Bird	4/28/2023	5/9/2023	5/9/2023	A fire that occurred on 2/9/23 at 3318 39th Ave Gulfport, MS 39501	complete- no records found 5/9/23 emailed letter	$0.00
PD	Joshua Garcia	4/28/2023	5/1/2023	5/1/2023	Wanted body footage of case #9024080410230006	completed- no records 5/1/2023 emailed letter	$0.00
PD	Katrina Cooper	4/28/2023	4/28/2023	4/28/2023	Court abstracts and court disposition in reference to a 2003 simple assault where Broderick Kelley is listed as the offender	completed	$0.00
Court	Katrina Cooper	4/28/2023	5/3/2023	5/3/2023	Court abstracts and court disposition in reference to a 2003 simple assault where Broderick Kelley is listed as the offender	completed	$0.00
Court	Kie'Osha Tait	4/28/2023	5/4/2023	5/4/2023	Elijah Dixon needs a copy of a incident report on September 2021 on his vehicle being stolen. Case # N/A	complete- no records 5/4/23 emailed letter	$0.00
PD	Kie'Osha Tait	4/28/2023	5/1/2023	5/1/2023	Elijah Dixon needs a copy of a incident report on September 2021 on his vehicle being stolen. Case # N/A	complete- no records 5/1/23 emailed letter	$0.00
							$285.32

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 2nd day of May, 2023, the following Ordinance:

Indexing Instructions: Brookstone Subdivision, Harrison County, Mississippi, First Judicial District

ORDINANCE NO. 3256

AN ORDINANCE ABANDONING PORTION OF PLATTED RIGHT/S OF WAY IN "BROOKSTONE" SUBDIVISION PURSUANT TO MISS. CODE. ANN. 17-1-23 (4), AND FOR RELATED PURPOSES

WHEREAS, the Governing Authority of the City of Gulfport previously approved the final plat for the "Brookstone" Subdivision located off East Taylor Road in the City of Gulfport, which was, thereafter, recorded in the land records of Harrison County, Mississippi, First Judicial District, at Plat Book 60, Page 19, on May 27, 2021; and

WHEREAS, during the construction of the subdivision improvements by the developer and property owner and prior to recording of the plat, two curbed (2) geographic areas were constructed generally in the middle of the right of way which were not reflected on the plat of Brookstone Subdivision (see Exhibit "A" hereto) and which are intended by the developer and property owner (Brookstone Gulf Coast, LLC) to contain amenities that are not properly located in right of way and which the developer and property owner intend to be maintained by a to be established "homeowners association"; and

WHEREAS, these two (2) areas, which are described and set forth in the survey plat attached hereto as Exhibit "A" and in the legal descriptions for both areas set out in the document attached hereto as Exhibit "B" were, effectively, included in the right of way dedicated to the City of Gulfport for public use in error; and

WHEREAS, to correct the aforementioned error, it is necessary to amend the plat of Brookstone Subdivision to remove the two (2) areas shown on Exhibit "A" and described in Exhibit "B" from the dedicated right of way, subject to the retention of utility easements by the City of Gulfport, as shown and described on/in Exhibits "A" and "B" respectively, and to return the said property to the original property owner in order that, ultimately, the property may be conveyed by said property owner to the to be established "homeowners association"; and

WHEREAS, pursuant to Miss. Code Ann 17-1-23(4), a governing authority may act to alter or vacate a plat, upon being "presented with the particular circumstances of the case" by the Petitioner (in this case the developer and original property owner and the City of Gulfport), a description of the plat to be vacated (see Exhibits "A" and "B") and the names of the persons to be adversely affected thereby or directly interested in the vacation (there are no known

REVIEWED

SCANNED

CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI

1st JUDICIAL DISTRICT
Instrument 2023-0009020-D-J1
Filed/Recorded 05/17/2023 10:05:01 AM
Total Fees 37.00
6 Pages Recorded

"adversely affected" parties and the developer and original property owner are the only known directly interested parties); and

WHEREAS, in light of the foregoing and considering that the only known directly interested or adversely affected party is a petitioner in this matter, the governing authority of the City of Gulfport is of the opinion that it is in the best interest of the City to vacate those areas of Georgian Way and/or Lilly Lane as are shown in Exhibit "A" hereto and more fully described in Exhibit "B" hereto, subject to the retention of utility easements as shown and described on/in Exhibits "A" and "B" respectively, and to return the vacated property to the original property owner, Brookstone Gulf Coast, LLC, in order that it can convey the same, at the appropriate time, to a to be established "homeowners association" for control and maintenance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 those areas of Georgian Way and/or Lilly Lane as are shown in Exhibit "A" hereto and more fully described in Exhibit "B" hereto and as are found in the Plat for Brookstone Subdivision (Plat Book 60, Page 19), subject to the retention of utility easements as shown and described on/in Exhibits "A" and "B" respectively, are hereby vacated and ownership of those areas, subject to the aforementioned utility easements, shall be returned to Brookstone Gulf Coast, LLC, in order that it can convey the same, at the appropriate time, to a to be established "homeowners association" for control and maintenance.

SECTION 3. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance vacates a portion of the right of way in Brookstone Subdivision near lots 1, 34, 8 and 9 and declares that the owner of the areas vacated is Brookstone Gulf Coast, LLC." A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 4: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

SECTION 5. That the Council Clerk is hereby directed to submit a copy of this Ordinance to the Chancery Clerk for Harrison County, Mississippi, First Judicial District, for recording and for notation of the action taken herein on the appropriate plat ("Brookstone" Subdivision Plat, found at Plat Book 60, Page 19) by the Chancery Clerk.

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

YEAS:	**NAYS:**	**ABSENT:**
Casey	**None**	**None**
Roland		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 2nd day of May, 2023.

CITY OF GULFPORT * SEAL * MISSISSIPPI

ATTEST:

Brittany Rodgers, Clerk of Council

ADOPTED:

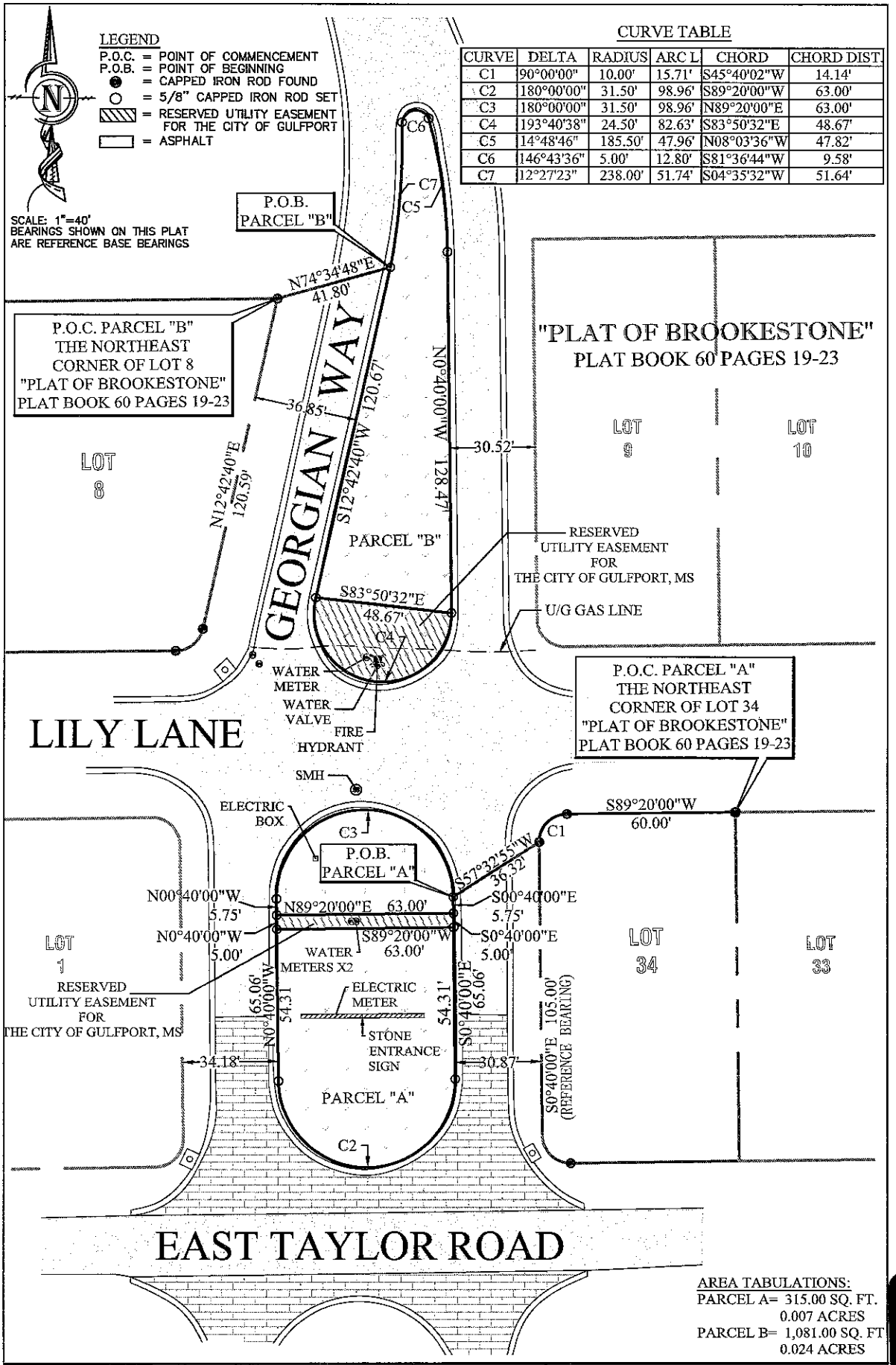
F.B. "Rusty" Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 3rd day of May, 2023.

APPROVED:

Billy Hewes, Mayor

Prepared by:
Margaret Murdock, Esq
Assistant City Attorney
P.O. Box 1780
Gulfport, MS 39502
228-868-5811
mmurdock@gulfport-ms.gov



AREA TABULATIONS:
PARCEL A= 315.00 SQ. FT.
0.007 ACRES
PARCEL B= 1,081.00 SQ. FT
0.024 ACRES

SURVEY OF
TRAFFIC ISLAND VACATION AND RESERVED UTILITY EASMENT TO THE CITY OF GULFPORT
LOCATED IN "PLAT OF BROOKSTONE"

JOB #: 0642-23
DRAWN BY: CRT
CHECKED BY: GRM
DATE: 04/12/2023

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

Gulfport
MISSISSIPPI

EXHIBIT A

DESCRIPTION OF PARCELS VACATED BY THE CITY OF GULFPORT, MISSISSIPPI AND DESCRIBED HEREON AS PARCEL "A" AND PARCEL "B":

TWO PARCELS OF LAND SITUATED IN THE SE ¼ OF THE SE ¼ OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. ALSO SAID TWO PARCELS BEING A PART OF THE MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANCERRY CLERK OF HARRISON COUNTY, MISSISSIPPI AND ENTITLED "PLAT OF BROOKSTONE" AND RECORDED IN PLAT BOOK 60, PAGES 19-23 AND BEING MORE DESCRIBED AS PARCEL "A" AND PARCEL "B":

PARCEL "A"

COMMENCE AT THE NORTHEAST CORNER OF LOT 34, "PLAT OF BROOKSTONE", AS PER MAP OR PLAT ON FILE IN PLAT BOOK 60, PAGES 19-23, IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI;

THENCE S89°20'00"W, 60.00 FEET ALONG THE NORTH MARGIN OF SAID LOT 34;

THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET, CHORD BEARING AND LENGTH OF S45°40'02"W, 14.14 FEET;

THENCE S57°32'55"W, 36.32 FEET TO THE POINT OF BEGINNING OF PARCEL "A";

THENCE S00°40'00"E, 65.06 FEET;

THENCE 98.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 31.50 FEET, CHORD BEARING AND LENGTH OF S89°20'00"W, 63.00 FEET;

THENCE N00°40'00"W, 65.06 FEET;

THENCE 98.96 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 31.50 FEET, CHORD BEARING AND LENGTH OF N89°20'00"E, 63.00 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL "A" CONTAINS 315.0 SQUARE FEET OR 0.007 OF AN ACRE, MORE OR LESS.

THE CITY OF GULFPORT, MISSISSIPPI RESERVES A UTILITY EASEMENT FOR WATER CROSSING THE ABOVE DESCRIBED PARCEL "A" AND HEREON DESCRIBED:

COMMENCE AT THE NORTHEAST CORNER OF LOT 34, "PLAT OF BROOKSTONE", AS PER MAP OR PLAT ON FILE IN PLAT BOOK 60, PAGES 19-23, IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI;

THENCE S89°20'00"W, 60.00 FEET ALONG THE NORTH MARGIN OF SAID LOT 34;

THENCE 15.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 10.00 FEET, CHORD BEARING AND LENGTH OF S45°40'02"W, 14.14 FEET;

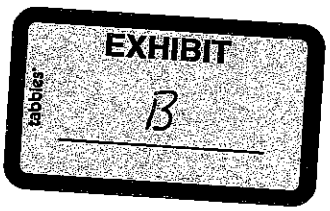
THENCE S57°32'55"W, 36.32 FEET;
THENCE S00°40'00"E, 5.75 FEET TO THE POINT OF BEGINNING;

THENCE S00°40'00"E, 5.00 FEET;

THENCE S89°20'00"W, 63.00 FEET;

THENCE N00°40'00"W, 5.00 FEET;

THENCE N89°20'00"E, 63.00 FEET BACK TO THE POINT OF BEGINNING.



PARCEL "B"

COMMENCE AT THE NORTHEAST CORNER OF LOT 8, "PLAT OF BROOKSTONE", AS PER MAP OR PLAT ON FILE IN PLAT BOOK 60, PAGES 19-23, IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI;

THENCE N74°34'48"E, 41.80 FEET TO THE POINT OF BEGINNING OF PARCEL "B";

THENCE S12°42'40"W, 120.67 FEET;

THENCE 82.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 24.50 FEET, CHORD BEARING AND LENGTH OF S83°50'32"E, 48.67 FEET;

THENCE N00°40'00"W, 128.47 FEET;

THENCE 47.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 185.50 FEET, CHORD BEARING AND LENGTH OF N08°03'36"W, 47.82 FEET;

THENCE 12.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 5.00 FEET, CHORD BEARING AND LENGTH OF S81°36'44"W, 9.58 FEET;

THENCE 51.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 238.00 FEET, CHORD BEARING AND LENGTH OF S04°35'32"W, 51.64 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL "B" CONTAINS 1081.0 SQUARE FEET OR 0.024 OF AN ACRE, MORE OR LESS.

THE CITY OF GULFPORT, MISSISSIPPI RESERVES A UTILITY EASEMENT FOR WATER WITHIN THE ABOVE DESCRIBED PARCEL "B" AND HEREON DESCRIBED:

COMMENCE AT THE NORTHEAST CORNER OF LOT 34, "PLAT OF BROOKSTONE", AS PER MAP OR PLAT ON FILE IN PLAT BOOK 60, PAGES 19-23, IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI;

THENCE N74°34'48"E, 41.80 FEET;

THENCE S12°42'40"W, 120.67 FEET TO THE POINT OF BEGINNING;

THENCE 82.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 24.50 FEET, CHORD BEARING AND LENGTH OF S83°50'32"W, 48.67 FEET;

THENCE N83°50'32"W, 48.67 FEET BACK TO THE POINT OF BEGINNING.