City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 8, 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**
- **Presentation - of Mayor's Proposed Budget for Fiscal Year Ending September 30, 2024.**

Policy Issues

Minutes

1 Approval of Minutes - for June 20, 2023

2 Approval of Minutes - for July 5, 2023.

Code Enforcement / Planning

3 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.

4 Acceptance for Perpetual Maintenance - High Point Subdivision, Phase 1 - Water and Sewer Only Warranty Period.

Ordinances

5 Ordinance - to redistrict, realign, and reconstitute the seven (7) single member election districts within the City of Gulfport, Mississippi based upon the 2020 Decennial Census to comply with the Apportionment Clause of Article I, Section 2 of the United States Constitution and the Equal Protection Clause of the 14th Amendment to the United States Constitution, and to effect and implement the ordinance and redistricting plan for the regularly scheduled quadrennial municipal elections in the year 2025, and subsequent elections, and for any general referendum by the City of Gulfport requiring an election, and for related purposes.

6 Ordinance - adopting revisions/amendments to the *International Property Maintenance Code*, 2018 Edition, and for related purposes.

7 Ordinance - amending Chapter 9, Article IV, Section 9-106(c) - Case # 2305PC059. (postponed from 7/5/23)

8 Ordinance - providing for the salary of compensation for one (1) "Engineering Technician" position, and for related purposes.

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

10 Ordinance - providing for the salary of compensation for one (1) "Planner III" position, and for related purposes.

11 Ordinance - providing for the salary of compensation for one (1) "Public Works Inspector" position, and for related purposes.

Resolutions

12 Resolution - authorizing the Mayor to request additional funding under the 2024 Water Resources Development Act, and for related purposes.

13 Resolution - approving Agreement with Turf Masters d/b/a Christmas Decor for the 2023 Gulfport Harbor Lights Winter Festival, and for related purposes.

14 Resolution - approving Contract & Agreement with Mississippi Delta Shows, LLC for the 2023 Gulfport Harbor Lights Winter Festival, and for related purposes.

15 Resolution - approving Agreement with Gulfport School District concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.

16 Resolution - approving Agreement with the Harrison County School District concerning reimbursement for Law Enforcement Services (School Resource Officers), and for related purposes.

17 Resolution - approving Award to H20 Innovation Operation and Maintenance, Inc., for Residential and Light Commercial Collection, Transportation and Disposal of Trash Waste, subject to final contract term negotiation, and for related purposes.

18 Resolution - approving Residential and Commercial Collection with Waste Pro of Mississippi, and for related purposes.

19 Resolution - approving the Memorandum of Agreement with MDOT in connection with the Old Highway 49 Pedestrian Improvements Project, and for related purposes.

20 Resolution - authorizing, *nunc pro tunc,* non-renewal of "Memorandum of Interlocal Cooperation Agreement between Harrison County and the City of Gulfport for the Provision of Ambulance Service" and authorizing Mayor to give to Harrison County written notice of the City's intent not to re-new the Agreement, and for related purposes.

21 Resolution - approving selection of Volkert, Inc., for Construction Engineering & Inspection Services on the Landon Road Improvements Project, and for related purposes.

22 Resolution - approving Service Agreement with Miller Ice Machine Co. for Public Works Facilities, and for related purposes.

23 Resolution - approving Amendment No. 1 to Memorandum of Interlocal Cooperation Agreement between Harrison County and the City of Gulfport for the Provision of Ambulance Service, and for related purposes.

24 Resolution - approving the Second Amended and Restated Grant Agreement with MDA for the Gulf Coast Restoration Fund Grant associated with the Forest Heights Improvements Project, and for related purposes.

25 Resolution - authorizing the City of Gulfport to accept the Mississippi Office of Highway Safety (MOHS) FY 2024 Alcohol Grant, Grant Number 154AL-2024-ST-21-41, and for related purposes.

26 Resolution - authorizing the City of Gulfport to accept the Mississippi Office of Highway Safety (MOHS) FY 2024 Police Traffic Services Grant, Grant Number PT-2024-PT-21-41, and for related purposes.

27 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2023 Port City Bowl, and for related purposes.

28 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.

29 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

30 Budget Amendment #94 - funding Streetlight Pole purchases.

31 Budget Amendment #95 - funding Utility Billing Contractual Services.

32 Budget Amendment #96 - appropriating funds for FY 2024 Police Traffic Services.

33 Budget Amendment #97 - appropriating funds for FY 2024 Alcohol Grant.

34 Docket of Claims - to be approved through August 9, 2023.

Routine Agenda

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

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

37 Letter - regarding bid awarded by Purchasing to J & S Heating and Air for AC Unit at Fire Station # 3 - Building Maintenance - to be made a part of the minutes.

38 Letter - regarding bid awarded by Purchasing to Southland Heating & Air for 424 34th Street - Building Maintenance - to be made a part of the minutes.

39 Letter - regarding bid awarded by Purchasing to Southern Enviro Construction for demolition - Code Enforcement Department - to be made a part of the minutes.

40 Letter - regarding bid awarded by Purchasing to GME Supply for Safety Equipment - Fire Department - to be made a part of the minutes.

41 Letter - regarding bid awarded by Purchasing to Temple for RPLMT Batteries - Public Works Department - to be made a part of the minutes.

42 Letter - regarding bid awarded by Purchasing to Tri-State Guardrail & Sign Company for guard rail supplies restock - Public Works Department - to be made a part of the minutes.

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

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

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Jessie Lee Julius, Jr.**

Executive Session

Setting of Next Meeting and Adjournment

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 20, 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 Regular Meeting on June 6, 2023 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp (out at 4:13 P.M.), R.Lee Flowers, and Richard Kosloski.

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

Agenda Order

Motion to Accept the Agenda with the following adjustments; delete items 22 & 23, per the Administration's request; amend item 7's title - to add "cannabis" between medical and dispensary; add item 12 - A - Resolution - approving Letter Agreement for Wetland Delineation in association with the Gulfport Lake Parking Lot Expansion Project, and for related purposes.; add item 17 - A - 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 STEM NOLA, and for related purposes.; add item 24 - A - Letter - requesting to pay Invoice from Mississippi Workers' Compensation Commission related to the Annual Assessment.; and add item 24 - B - Letter - approving Extension of Agreement with Dennis Miller for Professional Services., 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 / Appointment

1 Approval of Minutes - for May 16, 2023.

Motion to Approve Minutes for May 16, 2023, 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):
May 16, 2023 - Minutes

2 Approval of Minutes - for June 6, 2023.

Motion to Approve Minutes for June 6, 2023, 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):
June 6, 2023 - Minutes

3 Ratification - of Appointment to Architectural Review Committee.

Motion to Ratify Appointment of Victoria Salloum Chambers to Architectural Review Committee, 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):
Appointment - Architecture Review Committee - Victoria Salloum Chambers

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 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

The following Citizen(s) addressed the Council:

Mr. Sanders - 1306 Woodward Avenue - Parcel 1

Motion to Close the Hearing and Approve the Resolution, 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

Attachment(s):
Notification Letters - Code Enforcement Hearing
Resolution 06202023_4 - Signed

5 Planning Commission Approval Denial - request for medical cannabis dispensary - Zoned B-2 (General Business) - located at 2159 East Pass Road Suite A - Case # 2304PC031 - Ward 2 - with Appeal.

Motion to Postpone until July 5, 2023, 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

6 Planning Commission Approval - request for an indoor shooting range - Zoned I-2 (Heavy Industry) - located at 9506 Creosote Road & 9524 Creosote Road - Case # 2304PC037 - Ward 3 - with Appeal.

Motion to Postpone until July 5, 2023, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

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

Ordinances

7 Ordinance - requesting amendments to Comprehensive Zoning Ordinance, as amended, to amend Section III, (K), (2), to allow with Planning Commission approval, a medical cannabis dispensary use in a T4+, R-B zoning districts - Case # 2302PC016 - with Objection.
Motion to Table, Moved By Myles Sharp, **Seconded by** Kenneth Casey

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

The following actions were taken after item 11.

Motion to Take off the Table, 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

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

Myles Sharp **Withdrew his Motion, Accepted by** Rusty Walker

Motion to Remand to Planning Commission, to correct the record, Moved By Richard Kosloski, **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

8 Ordinance - providing for the salary of compensation for one (1) "Public Works Inspector" position, 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 3271 - Signed

Resolutions

9 Resolution - appointing Mississippi Municipal League 2023 Voting Delegates for the City of Gulfport, and for related purposes.

Motion to Approve, 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):
Resolution 06202023_9 - Signed

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

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

Motion to Table, 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

The following actions were taken after Executive Session.

Motion to Take off the Table, 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

The President called the question.

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

Attachment(s):
Resolution 06202023_10 - Signed

11 Resolution - approving Award to Waste Pro of Mississippi, Inc., for Residential and Light Commercial Garbage and Recycling Collection and Transport, subject to final contract negotiation, and for related purposes.

Motion to Approve, revised Resolution, 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

Attachment(s):
Resolution 06202023_11 - Signed

12 Resolution - approving Brownfield Development and Reimbursement Agreement in connection with the Triplett Day Building Renovations, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_12 - Signed

12 – A Resolution - approving Letter Agreement for Wetland Delineation in association with the Gulfport Lake Parking Lot Expansion Project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_12 - A - Signed

13 Resolution - approving the Memorandum of Understanding with Flock Group, Inc., and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_13 - Signed

14 Resolution - approving Non-Renewal of Subscription Services License and Use Agreement with TriTech Software Systems, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_14 - Signed

15 Resolution - approving renewal of Grounds Maintenance Contracts and amendment of Grounds Maintenance Contract with King's Sprinkler, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_15 - Signed

16 Resolution - approving Standard Commercial Security Agreement with AllSafe Technologies, LLC, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_16 - Signed

17 Resolution - authorizing the City of Gulfport to apply for a Defense Community Infrastructure Pilot (DICP) Program Grant, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_17 - Signed

17 – A 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 STEM NOLA, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **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 06202023_17 - A - Signed

Budget Amendments / Docket of Claims

18 Budget Amendment #91 - increasing line item 286 Capital (CNET) from restitution. *(no publication needed)*

Motion to Approve Budget Amendment #91, 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 2023-91
Budget Amendment Memo CNET (3)

19 Docket of Claims - to be approved through June 21, 2023.

Motion to Approve Docket of Claims, in the amount of $9,824,407.28, 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):
Resolution 06202023_19 - Signed

Routine Agenda

Motion to Approve Routine Agenda, as amended, 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

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

Attachment(s):
Job Corps Cooperative Agreement - 06062023_14 - Executed
Deere Credit Lease Agreement - 06062023_15 - Partially Executed
Engineered Cooling Services - 06062023_18 - Executed
Johnson Controls - GPD - 06062023_19 - Executed
RCI Recruiter Model Service Agreement - 06062023_25 - Executed
Chorus Trial Agreement - 06062023_26 - Executed
Change Order 1 - SCI, Inc. - Debuys Road Pump Station Replacement Project - 06062023_27 - Executed
Estate Management Services Agreement - Francis Collins - 05022023_17 - Executed

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

Attachment(s):
Code Enforcement Chapter 3 Memorandum

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

- Deleted -

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

- Deleted -

24 Letter - regarding bid awarded by Purchasing to Shaw Signs for Station #1 signage - Fire Department - to be made a part of the minutes.

Attachment(s):
Fire Station #1 Signage - Shaw Signs

24 – A Letter- requesting to pay Invoice from Mississippi Workers' Compensation Commission related to the Annual Assessment.

Attachment(s):
Resolution - MMWCC - Special Check 062023, 2023 06 20 - Mississippi Workers Comp special check request

24 – B Letter - approving Extension of Agreement with Dennis Miller for Professional Services.

Attachment(s):
Memo - Dennis Miller Extension

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

Attachment(s):
May 2023 - Public Records Request

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- **David Easterling**
- **Marquitta Carter**

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- **Dr. Richard Anthony "Rick" Tucker**
- **Mr. George Earl Hollis**

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 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

The Council entered Closed Session at 4:36 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 4:37 P.M., Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

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

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 4:38 P.M. for (1) strategy session with respect to prospective litigation associated with AT&T (damaged city infrastructure); (2) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle being operated by Darren Johnson (Progressive Insurance Company) that resulted in damage to a City police vehicle; (3) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle being operated by Haylie Doran (State Farm Insurance Company) that resulted in damage to City trees; (4) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle being operated by Asia Reynolds (insured by USA Insurance Company) that resulted in damage to a City light pole; (5) strategy session with respect to prospective litigation arising out of an auto incident involving a vehicle being operated by Georgia Blackmon (insured by Root Insurance Company) that resulted in damage to a City traffic sign; (6) transaction of business and discussion regarding the prospective lease of lands (associated with the golf course property); (7) strategy session with respect to prospective litigation arising out of ambulance services; and (8) strategy session with respect to prospective litigation associated with the Great Southern development appeal proceedings, 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

The Council entered Executive Session at 4:40 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 5:04 P.M., 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

No official action was taken during Executive Session.

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

Motion to pay, via special check, the amount of $1,393.92 to Michael and Kerry Ryan in refund of the same amount of money previously paid by them to the City for purposes of their attempt to appeal from the City's Planning Commission to the City Council (involving a general plan approval for "The Great Southern Subdivision") but where no such avenue of appeal exists in the City's ordinances, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

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

Motion authorizing the City Attorney's office to accept the sum of $11,903.64 from Progressive Insurance Company in settlement of the City's property damage arising out of an automobile accident that occurred on April 16, 2023, when a vehicle owned by this company's insured, Darren Johnson, struck a City of Gulfport Police vehicle (GPD Unit No. 4070 (a 2022 Ford Bronco)), with such settlement to include the City retaining the damaged vehicle and the City reserving all rights with respect to recovery damages arising out of personal injuries and workers' compensation payments/benefits associated with its law enforcement officer who was driving the City police vehicle at the time; and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

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

Motion authorizing the City Attorney's office to accept the sum of $4,824.00 from USA Insurance in settlement of the City's property damage arising out of an automobile accident that occurred on May 15, 2023, when a vehicle owned by this company's insured, Asia Reynolds, struck and damaged a light pole located on Courthouse Road, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements, 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

Motion authorizing the City Attorney's office to accept the sum of $3,140.00 from State Farm in settlement of the City's property damage arising out of an automobile accident that occurred on April 23, 2023, when a vehicle owned by this company's insured, Haylie Doran, struck and damaged two magnolia trees located in the median of Highway 49, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements, 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

Motion authorizing the City Attorney's office to accept the sum of $76.26 from Root Insurance in settlement of the City's property damage arising out of an automobile accident that occurred on April 9, 2023, when a vehicle owned by this company's insured, Georgia Blackmon, struck and damaged the pole of a speed limit sign on Three Rivers Road, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases or settlement agreements, 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

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 Dr. Richard Anthony "Rick" Tucker and Mr. George Earl Hollis, until July 5, 2023 at 1:30 P.M. for a Regular Meeting, 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, R.Lee Flowers, Richard Kosloski
Absent: Myles Sharp

_____
City Clerk

_____
Mayor

Agenda Adjustments

12 – A Resolution - approving Letter Agreement for Wetland Delineation in association with the Gulfport Lake Parking Lot Expansion Project, and for related purposes.

17 – A 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 STEM NOLA, and for related purposes.

24 – A Letter- requesting to pay Invoice from Mississippi Workers' Compensation Commission related to the Annual Assessment.

24 – B Letter - approving Extension of Agreement with Dennis Miller for Professional Services.

City of Gulfport, Mississippi

Minutes

City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, July 5, 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 Regular Meeting on June 20, 2023 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers**: Ron Roland, Ella Holmes-Hines (in at 1:40 P.M.), Rusty Walker, R.Lee Flowers, and Richard Kosloski. **Absent:** Councilmembers: Kenneth Casey and Myles Sharp.

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

Agenda Order

Motion to Accept the Agenda, with the following adjustments; delete item 2; at the Administration's request, add Item 19 – A - Resolution - approving submission of a Letter of Intent to the Mississippi Arts Commission concerning pursuit of Building Fund for the Arts Grant Funding, and for related purposes., add Item 19 – B - Resolution - authorizing the City of Gulfport to apply for a Stop Violence Against Women Act Grant - Domestic Violence Investigator and Domestic Violence Prosecutor, and for related purposes. add Item 19 – C - Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant - Domestic Violence Victim Advocate, and for related purposes., Moved By R.Lee Flowers, **Seconded by** Rusty Walker

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

Presentation Agenda

- **Mayor's Report**

Policy Issues

Code Enforcement / Planning

1 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 R.Lee Flowers, **Seconded by** Richard Kosloski

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

The following Citizen(s) addressed the Council:

Mr. Romando Murao Jr. - 11076 Klein Road - Parcel 8

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

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

Attachment(s):
Notification Letters - Code Enforcement Hearing
Resolution 07052023_1 - Signed

2 Order - Florence Gardens Phase 9 - Correction.

- Deleted -

3 Planning Commission Approval Denial - request for medical cannabis dispensary - Zoned B-2 (General Business) - located at 2159 East Pass Road Suite A - Case # 2304PC031 - Ward 2 - with Appeal. (postponed on 6/20/2023)

Motion to Deny Appeal, Moved By Ron Roland, **Seconded by** R.Lee Flowers

Motion to Table, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

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

The following actions were taken after a recess after item #5.

Motion to Take off the Table, Moved By Ron Roland, **Seconded by** R.Lee Flowers

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

The President called the question.

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

4 Planning Commission Approval - request for an indoor shooting range - Zoned I-2 (Heavy Industry) - located at 9506 Creosote Road & 9524 Creosote Road - Case # 2304PC037 - Ward 3 - with Appeal. (postponed on 6/20/2023)

Motion to Grant Appeal, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

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

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

Motion to Take off the Table, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

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

Motion to Postpone, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

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

The President called the Question.

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

Ordinances

5 Ordinance - amending Chapter 5 of the Code of Ordinances to provide for Licensing and Regulation of Small Trash Collectors, and for related purposes.

Motion to Adopt Ordinance, Moved By Ron Roland, **Seconded by** Richard Kosloski

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

Attachment(s):
Ordinance 3272 07052023_5 - Signed

6 Ordinance - amending the official text of the Comprehensive Zoning Ordinance, to amend Section I. Definitions, (b) Words and Phrases - Hotel - Case # 2305PC054.

The President called for recess; resumed at 2:07 P.M.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Ordinance 3273 - 07052023_6 - Signed

7 Ordinance - amending various Sections of Chapter 9, Article III - Case # 2305PC058.

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Ordinance 3274 07052023_7 - Signed

8 Ordinance - amending Chapter 9, Article IV, Section 9-106(c) - Case # 2305PC059.

Motion to Postpone, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

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

9 Ordinance - rezoning a tax parcel from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") - located at 1123 Ocean View Drive- Case # 2305PC046 - Ward 2.

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

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

Attachment(s):
Ordinance 3275 07052023_9 - Signed

Resolutions

10 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 R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_10 - Signed

11 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 R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_11 - Signed

12 Resolution - approving “Acknowledgement of Reversion of Property to the City of Gulfport, Mississippi", and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_12 - Signed

13 Resolution - approving Amendment No. 1 to the Agreement for Sheltering Services between the City of Gulfport, Mississippi, and the Humane Society of South Mississippi, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_13 - Signed

14 Resolution - authorizing renewal and extension of Amended and Restated Agreement to Operate, Manage, and Maintain Public Golf Course and Driving Range, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_14 - Signed

15 Resolution - approving activation of Gulf Regional Planning Commission – Dedeaux Road Widening Project, Phase II, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_15 - Signed

16 Resolution - approving the Agreement for Professional Services with Volkert, Inc., in connection with The Quarters Revitalization Master Plan Project, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_16 - Signed

17 Resolution - approving Agreement for Engineering Services with Neel-Schaffer, Inc., in connection with the Gulfport Commerce Corridor Project, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_17 - Signed

18 Resolution - approving Host Agency Agreements with Southern Mississippi Planning and Development District, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_18 - Signed

19 Resolution - approving Agreement with Waste Pro for Collection and Disposal of Residential and Light Commercial Household, and for related purposes.

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

Motion to Table, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

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

Motion to Take off the Table, Moved By Ron Roland, **Seconded by** R.Lee Flowers

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

Ella Holmes-Hines **Withdrew her Motion to Approve**, **Accepted by** R.Lee Flowers

Motion to Approve, for twice a week debris pickup and once a week recycling, Moved By Ron Roland, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_19 - Signed

19 - A Resolution - approving submission of a Letter of Intent to the Mississippi Arts Commission concerning pursuit of Building Fund for the Arts Grant Funding, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_19-A - Signed

19 - B Resolution - authorizing the City of Gulfport to apply for a Stop Violence Against Women Act Grant - Domestic Violence Investigator and Domestic Violence Prosecutor, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_19-B - Signed

19 - C Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant - Domestic Violence Victim Advocate, and for related purposes.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

Attachment(s):
Resolution 07052023_19-C - Signed

Budget Amendments / Docket of Claims

20 Budget Amendment #91 - increasing line item 277 Vehicles from drug-related arrest. *(no publication needed)*

Motion to Approve Budget Amendment #91, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

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

Attachment(s):
Council Budget Amendment Form - BA91
Budget Amendment Connie Ladner's Office (2)

21 Budget Amendment #92 - transferring funds from 213 - Wages and Salaries to 215 - Lot Assessments. *(no publication needed)*

Motion to Approve Budget Amendment #92, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

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

Attachment(s):
Council Budget Amendment Form - BA92
Budget Amendment - Budget Transfer (2)

22 Docket of Claims - to be approved through July 6, 2023.

Motion to Approve Docket of Claims, in the amount of $2,450,921.51, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

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

Attachment(s):
Resolution 07052023_22 - Signed

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

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

Attachment(s):
Odd Fellows - Recorded Acknowledgment
AllSafe 06202023_16 - Executed
Notice of Extension of Agreement - 06202023_24-B - Executed
Wetland Delineation Engineering Services - Gulfport Lake Parking Lot Expansion06202023_12-A - Executed

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

Attachment(s):
Code Enforcement 7-Day Memorandum
Code Enforcement Chapter 3 Memorandum

25 Letter - regarding bid awarded by Purchasing to Crown Leisure Marine for boat motor - Police Department - to be made a part of the minutes.

Attachment(s):
Boat Motor - Crown Leisure Marine - Police

26 Letter - regarding bid awarded by Purchasing to Ferguson Waterworks for EJ Beehive grates and rings - Public Works Department - to be made a part of the minutes.

Attachment(s):
EJ Beehive grates and rings - Ferguson Waterworks - Public Works

27 Letter - regarding bid awarded by Purchasing to Myers Tire Supply for tire aligner - Maintenance Department - to be made a part of the minutes.

Attachment(s):
Tire Aligner - Myers Tire Supply - Maintenance

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

Attachment(s):
Privilege License Report - June 2023

29 Ratification - of MBH GPT Real Estate - Dedeaux Rd Widening Ph 2 - to be made a part of the minutes.

Attachment(s):
Recorded Deed - MBH GPT Real Estate - Dedeaux Rd Phase 2
Recorded Partial Release - MBH GPT Real Estate - Dedeaux Rd Phase 2

30 Ratification - of MWCC Assessment Payment Documentation - to be made a part of the minutes.

Attachment(s):
MWCC - COG2

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- **David Easterling - 140 Markham Drive**
- **Logan Smith - 30 Nottingham Circle**
- **Gayle Abrams - 14064 Boyce Road**

This Concluded the Public Agenda.

Council Comments

Memorial Adjournment

- **Mr. Timothy Emmitt Thames**
- **Mr. James McClintock Day**
- **Mr. John Wilson "Mickey" James, Sr.**
- **Mr. Louis "Butch" Anthony DiSalvo Jr.**
- **Mrs. Jacqueline Eleanor Skrmetta**
- **Mrs. Peggy Reid O'Neal**
- **Mrs. Ebony Fantashia Urbano**

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: Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Richard Kosloski
Absent: Kenneth Casey, Myles Sharp

The Council entered Closed Session at 4:57 P.M. In attendance: Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 5:02 P.M., Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

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 5:03 P.M. for (1) strategy session with respect to prospective litigation arising out of ambulance services; (2) prospective litigation H2O current vs new contract, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

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

The Council entered Executive Session at 5:04 P.M. In attendance: Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Richard Kosloski, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 5:17 P.M., Moved By R.Lee Flowers, **Seconded by** Rusty Walker

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

No official action was taken during Executive Session.

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

Motion to approve H20 letter to be made a part of the minutes regarding collection, Moved By R. Lee Flowers**, Seconded by** Rusty Walker

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

Attachment(s):
H20 Letter - Collection

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. Timothy Emmitt Thames, Mr. James McClintock Day, Mr. John Wilson "Mickey" James Sr., Mr. Louis "Butch" Anthony DiSalvo Jr., Mrs. Jacqueline Eleanor Skrmetta, Mrs. Peggy Reid O'Neal, Mrs. Ebony Fantashia Urbano, and Ms. Joanner Harper, until July 18, 2023 at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

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

_____
City Clerk

_____
Mayor

Agenda Adjustments

19 - A Resolution - approving submission of a Letter of Intent to the Mississippi Arts Commission concerning pursuit of Building Fund for the Arts Grant Funding, and for related purposes.

19 - B Resolution - authorizing the City of Gulfport to apply for a Stop Violence Against Women Act Grant - Domestic Violence Investigator and Domestic Violence Prosecutor, and for related purposes.

19 - C Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant - Domestic Violence Victim Advocate, and for related purposes.

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711I-01-092.000	1235 37TH AVE	TRUMP PETER F
0710N-03-051.000	2900 56TH AVE	CLAYTON CLARK
0711K-01-056.000	1440 GENEVIEVE DR	FARMER'S LEASING LLC

WARD 2

PARCEL	LOCATION	OWNER
0811L-04-082.000	1205 33RD AVE A	TRIUNE CAPITAL MS LLC
1010J-01-071.000	2419 PALMER DR	MCMICHAEL JAMES G -EST-
0811K-04-030.000	26TH AVE	GRD PROPERTIES LLC
0711I-03-023.000	924 39TH AVE	LUU TOAN BAO & EVAN
0811L-04-006.000	3019 15TH ST	LOCK KEVIN H
1010N-01-011.000	2200 NORTH ST	CASPER STEVEN

WARD 3

PARCEL	LOCATION	OWNER
0811G-05-040.000	2010 19TH AVE	SANDERS DOYLE DEAN
0810N-01-022.000	2228 31ST ST	WINCHELL RANDY D
0810N-04-001.000	2301 31ST ST	BLUE DIAMOND ENERGY INC
0810C-01-011.000	GEORGIA AVE	ARMSTRONG WILLIE L -ESTATE-
0811B-06-015.000	2510 19TH AVE	CUMBERLAND MILFORD E III
0810C-01-010.000	8404 GEORGIA AVE	ARMSTRONG WILLIE L -ESTATE-

WARD 4

PARCEL	LOCATION	OWNER
1010E-02-010.000	1225 WEST PINE ST	WILLIAM PETTEY H JR
0910I-01-051.000	605 COMMERCE ST	ELDRIDGE & SON INVESTMENTS LLC
0910B-03-006.000	27 48TH ST	AARON VALENCIA
1010G-02-040.000	MAGNOLIA ST	MACO PROPERTIES LLC
0911B-01-051.001	EVANS AVE	SCHANKIN ROY C JR

WARD 5

PARCEL	LOCATION	OWNER
0808I-03-045.000	802 BEVERLY DR	HALE DAVID KENNETH
0908N-02-037.000	510 FRANKLIN AVE	RUNNELLS PATRICIA M

WARD 6

PARCEL	LOCATION	OWNER
1007M-01-057.000	13139 SHELDON ST	DAVIS CHARLES M
0908D-01-103.000	13444 WINDRIDGE DR	YELVERTON TRACY G

WARD 7

PARCEL	LOCATION	OWNER
0707H-02-002.066	14061 ANANDALE CIR	MILLER BARBARA ANN
0808E-01-028.000	12169 DEPEW RD	THOMPSON JERRY D
0808B-02-027.000	14447 RHONDA CT	SCAGGS MARY ANN L/E
0707H-02-002.065	14063 ANANDALE CIR	FLAHERTY ANDRE & VANISA M

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

July 21, 2023

TRUMP PETER F
1235 37TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-01-092.000
1235 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
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, 08/08/2023 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: 11381

Gulfport
CODE ENFORCEMENT DIVISION
Jul 24, 2023 at 10:51 AM

1220
Jul 24, 2023 at 10:51 AM

1220
Jul 24, 2023 at 10:51 AM

Jul 24, 2023 at 10:52 AM

Jul 24, 2023 at 10:52 AM

Jul 24, 2023 at 10:52 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

July 24, 2023

CLAYTON CLARK
2900 56TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710N-03-051.000
2900 56TH 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
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

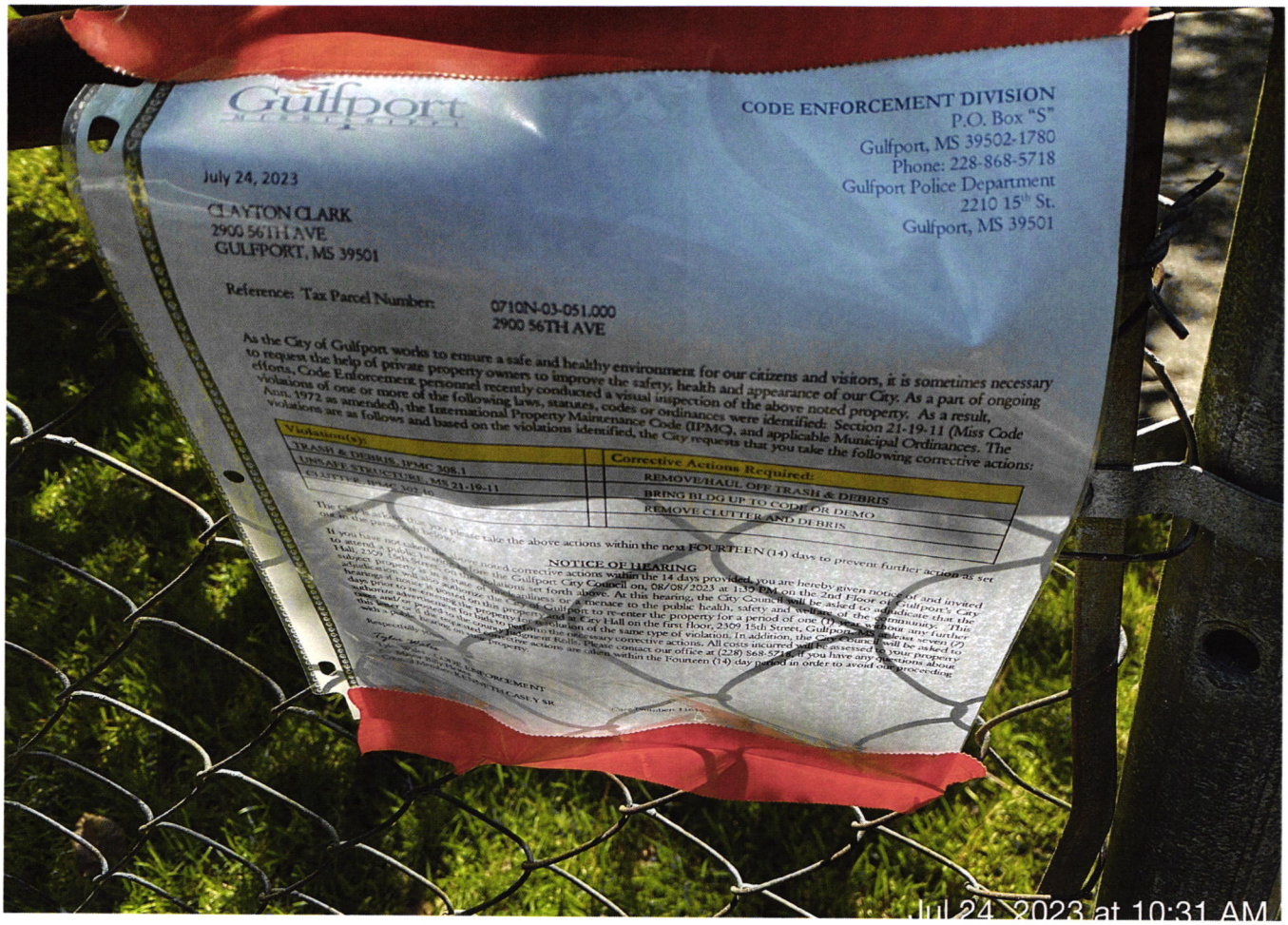
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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.

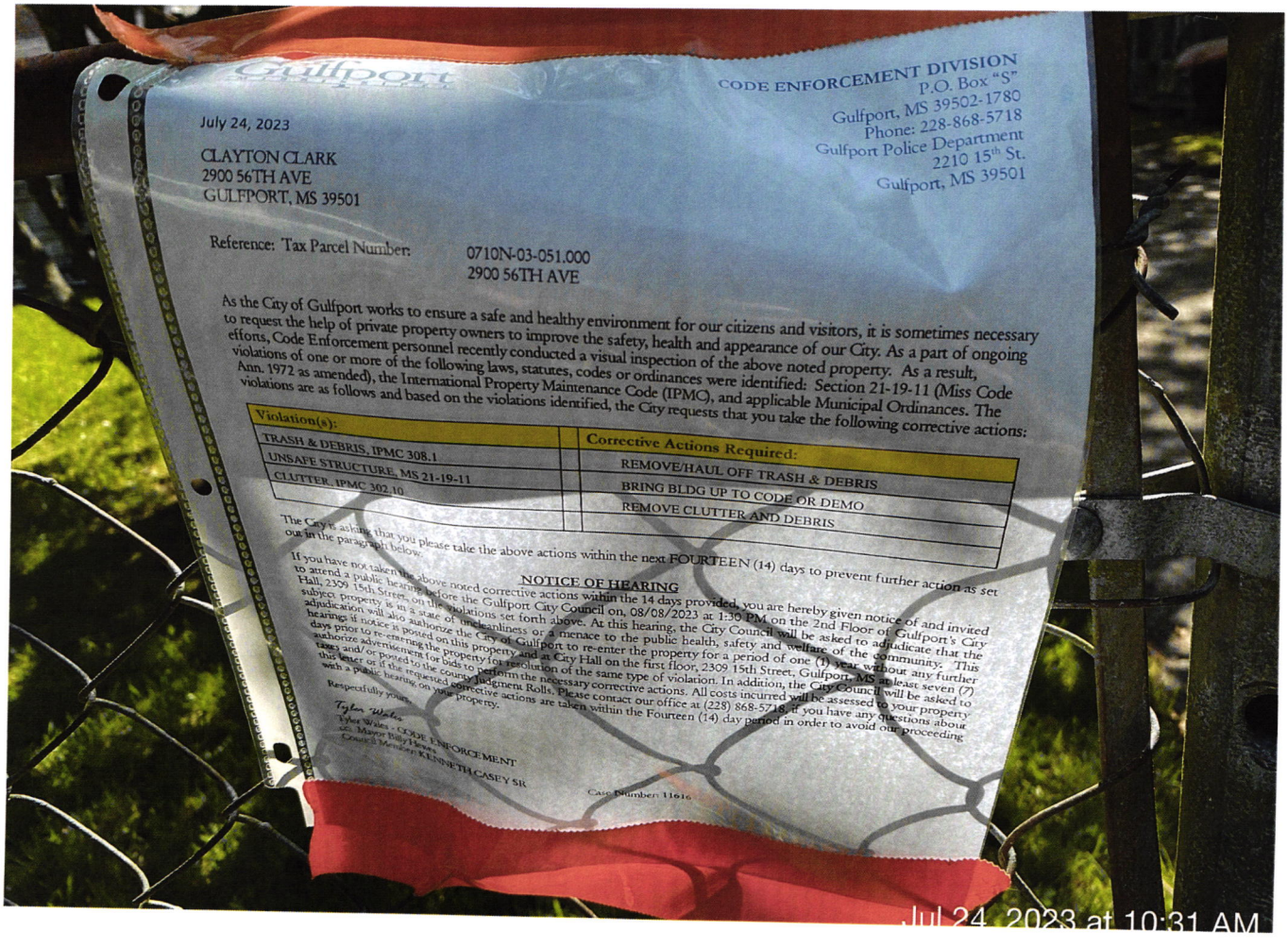
Respectfully yours,

Tyler Wales

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

Case Number: 11616


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 24, 2023
CLAYTON CLARK
2900 56TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0710N-03-051.000
2900 56TH 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
UNSAFE STRUCTURE, MS 21-19-11
CLUTTER, IPMC 302.10
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
BRING BLDG UP TO CODE OR DEMO
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, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, Gulfport, MS at least seven (7) days prior to the hearing 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 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 if the request for bids to perform 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: 11616
Jul 24, 2023 at 10:31 AM


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 24, 2023
CLAYTON CLARK
2900 56TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0710N-03-051.000
2900 56TH 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
UNSAFE STRUCTURE, MS 21-19-11
CLUTTER, IPMC 302.10
Corrective Actions Required:
REMOVE/HAUL OFF TRASH & DEBRIS
BRING BLDG UP TO CODE OR DEMO
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, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, Gulfport, MS at least seven (7) days prior to the hearing 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 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 if the request for bids to perform 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: 11616
Jul 24, 2023 at 10:31 AM

Jul 24, 2023 at 10:31 AM

Jul 24, 2023 at 10:31 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

July 10, 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:
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, 08/08/2023 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: 11703

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

July 10, 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:
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, 08/08/2023 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: 11703

Jul 11, 2023 at 10:02 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
July 10, 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):
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, 08/08/2023 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 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
Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR
Case Number: 11703
Jul 11, 2023 at 10:01 AM

Jul 11, 2023 at 10:01 AM

Jul 11, 2023 at 10:01 AM

Jul 11, 2023 at 10:02 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

July 5, 2023

TRIUNE CAPITAL MS LLC
2028 E BEN WHITE BLVD STE 240-2877
Austin, TX 78741

Reference: Tax Parcel Number: 0811L-04-082.000
1205 33RD AVE A

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11399

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

July 5, 2023

TRIUNE CAPITAL MS LLC
1205 33RD AVE A
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-082.000
1205 33RD AVE A

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

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

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

NOTICE OF HEARING

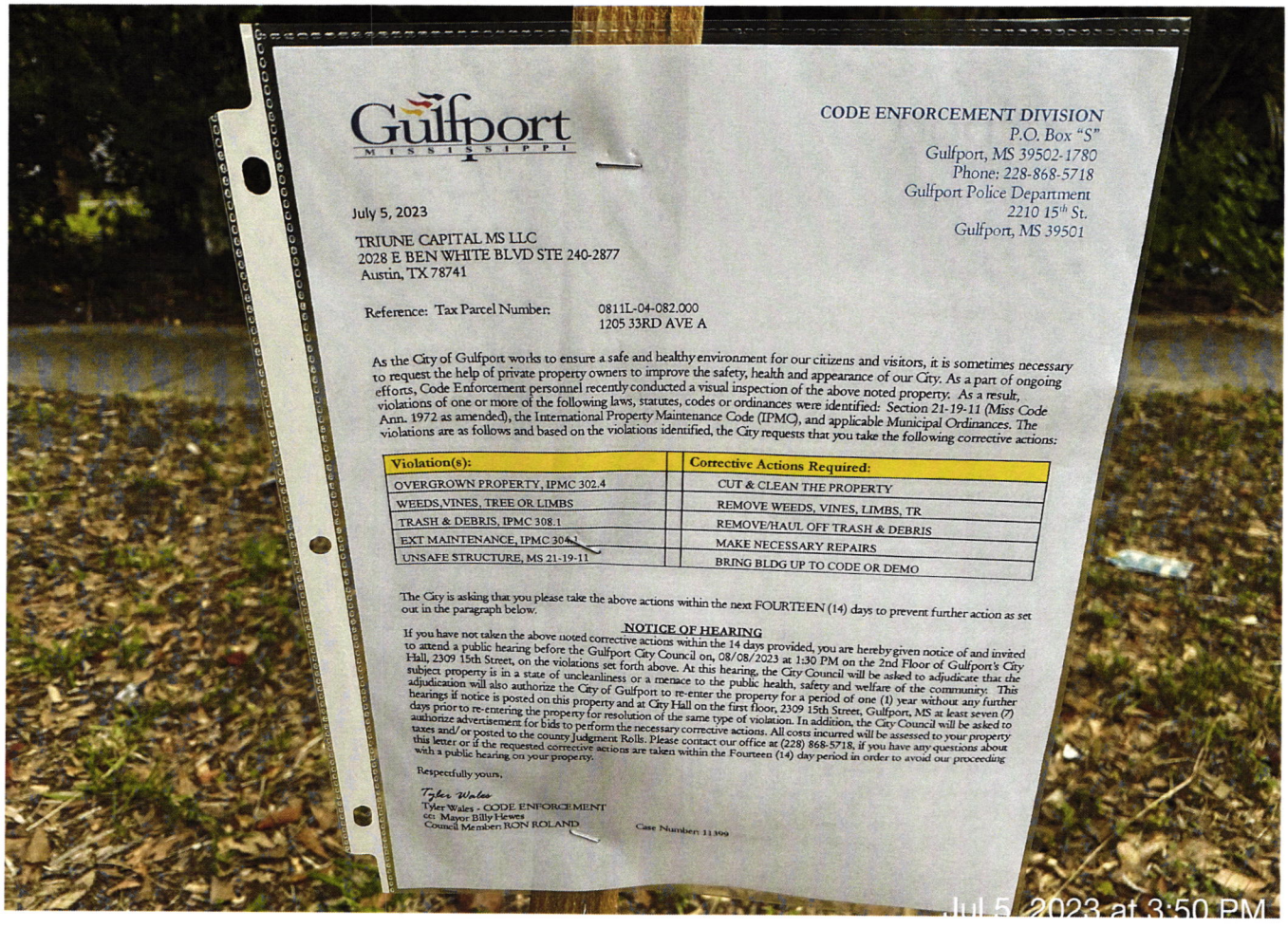
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11399



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

July 5, 2023

TRIUNE CAPITAL MS LLC
2028 E BEN WHITE BLVD STE 240-2877
Austin, TX 78741

Reference: Tax Parcel Number: 0811L-04-082.000
1205 33RD AVE A

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11309

Jul 5, 2023 at 3:50 PM

Jul 5, 2023 at 3:51 PM

INLAND
Jul 5, 2023 at 3:50 PM

Jul 5, 2023 at 3:50 PM

Jul 5, 2023 at 3:51 PM

Jul 5, 2023 at 3:51 PM

Jul 5, 2023 at 3:51 PM

Jul 5, 2023 at 3:50 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

July 14, 2023

MCMICHAEL JAMES G -EST-
2419 PALMER DRIVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010J-01-071.000
2419 PALMER 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
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, 08/08/2023 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: 11555

Jul 14, 2023 at 9:40 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
July 14, 2023
MCMICHAEL JAMES G -EST-
2419 PALMER DRIVE
GULFPORT, MS 39507
Reference: Tax Parcel Number: 1010J-01-071.000
2419 PALMER 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
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
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, 08/08/2023 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 - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND
Case Number: 11555
Jul 14, 2023 at 9:40 AM

Jul 14, 2023 at 9:38 AM

Jul 14, 2023 at 9:38 AM

Jul 14, 2023 at 9:37 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

July 18, 2023

GRD PROPERTIES LLC
P O BOX 387
BILOXI, MS 39553

Reference: Tax Parcel Number: 0811K-04-030.000
26TH 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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE

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

NOTICE OF HEARING

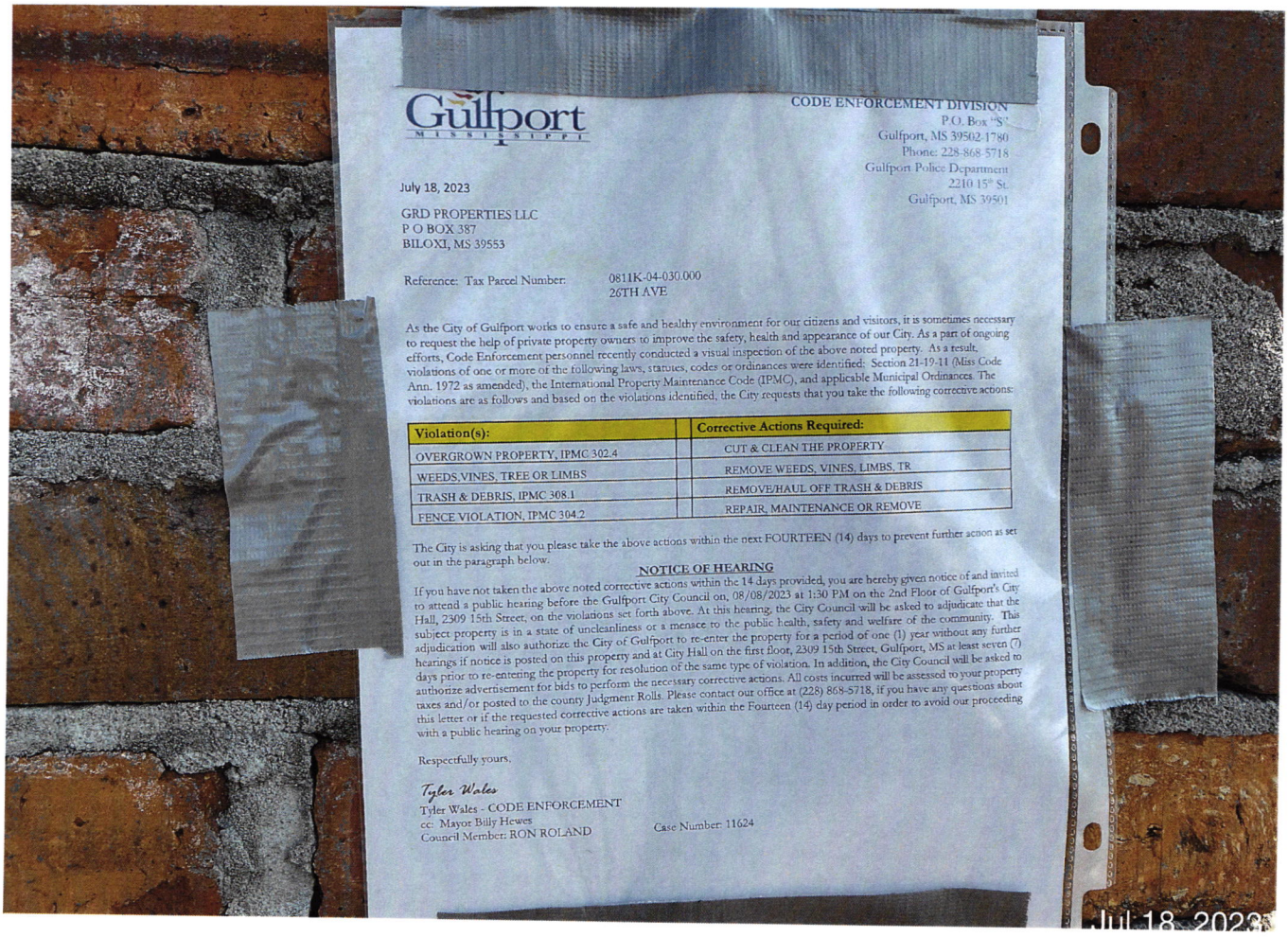
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11624



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

July 18, 2023

GRD PROPERTIES LLC
P O BOX 387
BILOXI, MS 39553

Reference: Tax Parcel Number: 0811K-04-030.000
26TH 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
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE

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

NOTICE OF HEARING

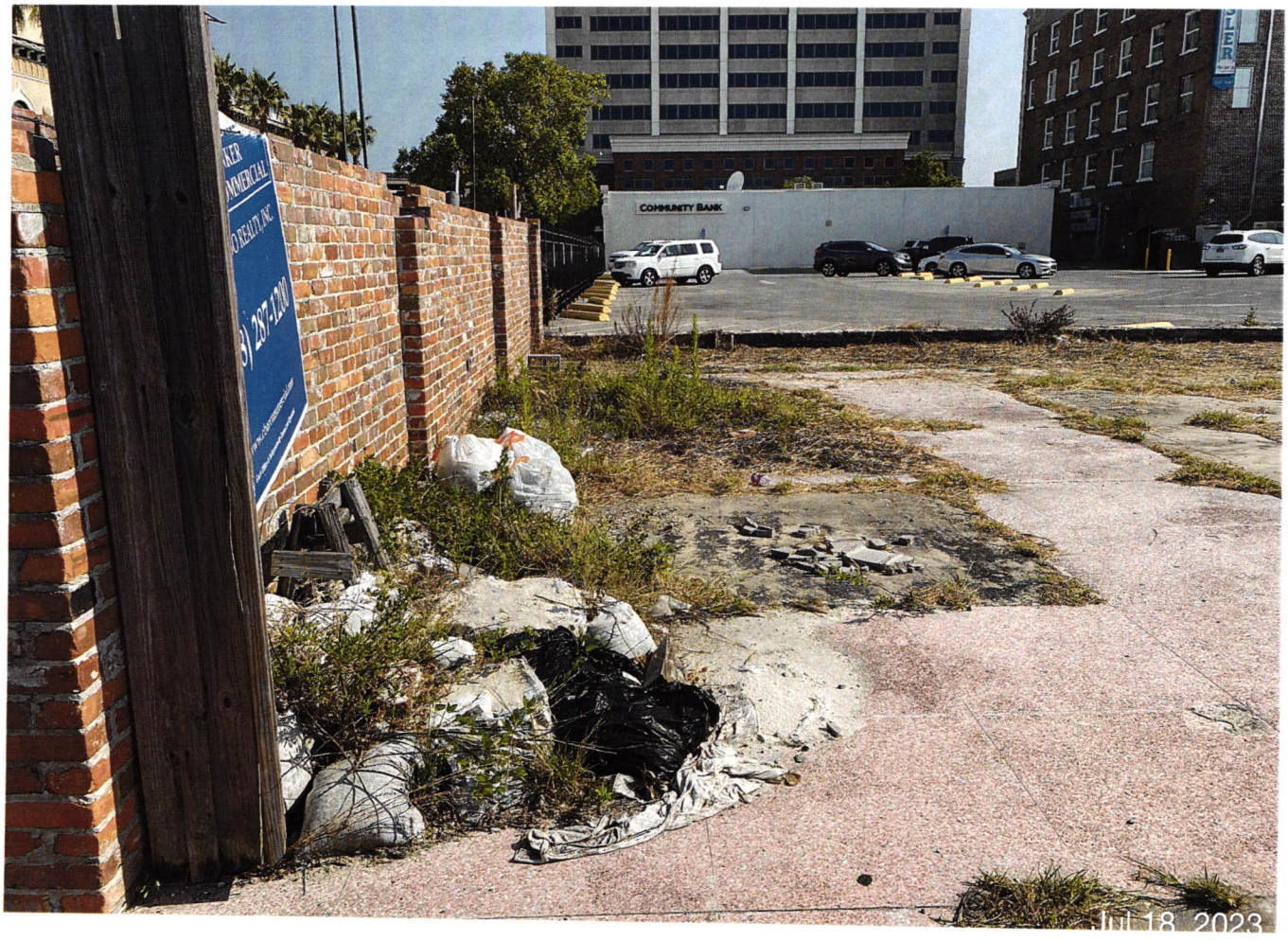
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11624

Jul 18, 2023


COMMUNITY BANK
Jul 18, 2023

Jul 18, 2023

GULF & SHIP ISLAND R.R. OFFICE
Jul 18, 2023

KESSLER
Jul 18, 2023

Jul 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

July 6, 2023

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

Reference: Tax Parcel Number: 0711I-03-023.000
924 39TH AVE

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE 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

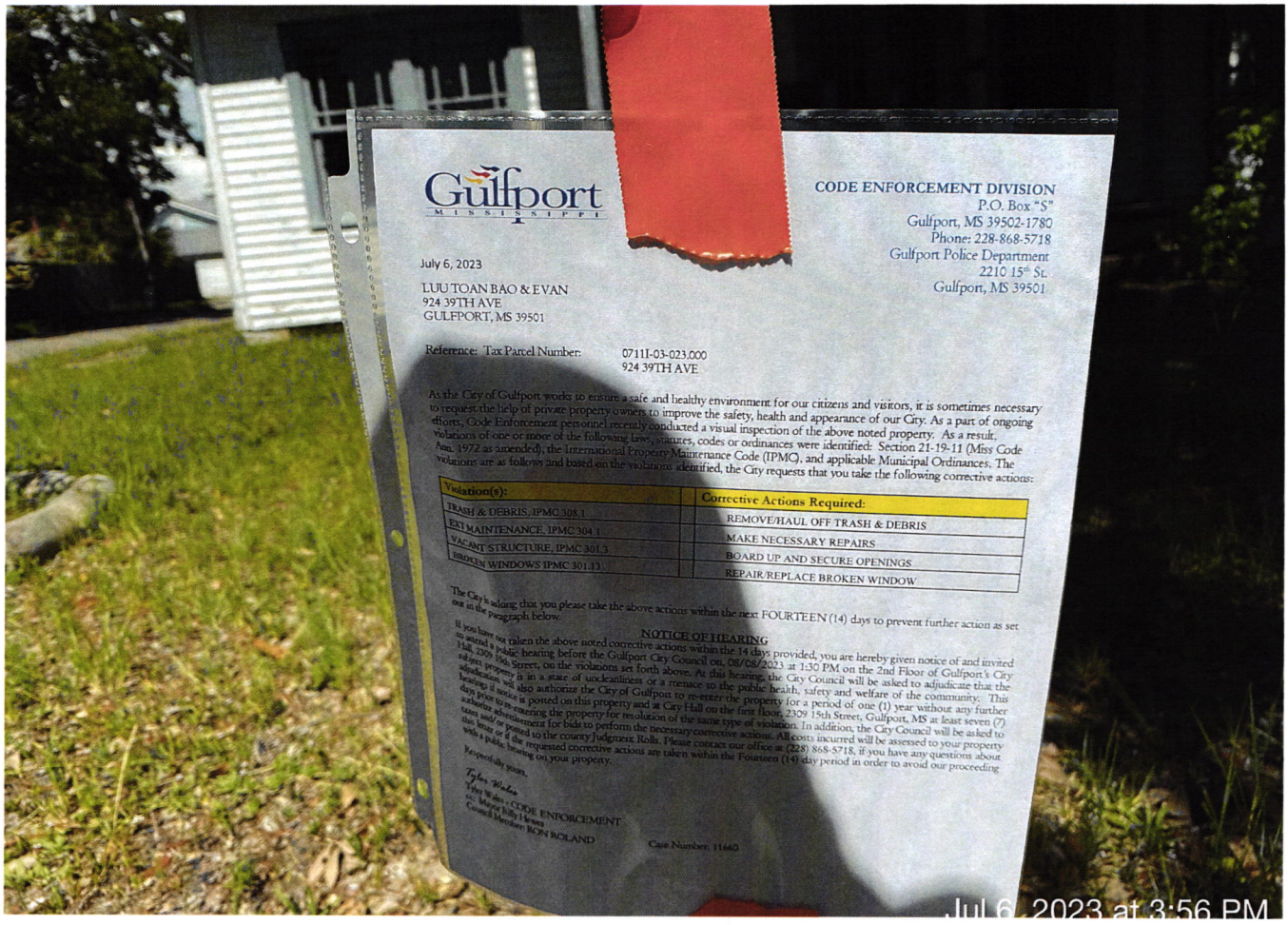
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11660


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
July 6, 2023
LUU TOAN BAO & EVAN
924 39TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0711I-03-023.000
924 39TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE 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, 08/08/2023 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 advancement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or placed 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 Walker
Tyler Walker - CODE ENFORCEMENT
Mayor Billy Hewes
Council Members: RON ROLAND
Case Number: 11660
Jul 6, 2023 at 3:56 PM

Jul 6, 2023 at 3:56 PM

924
Jul 6, 2023 at 3:56 PM

FOR
SALE
BY OWNER
408-460-526
Jul 6, 2023 at 3:56 PM

Jul 6, 2023 at 3:56 PM

Jul 6, 2023 at 3:56 PM

Jul 6, 2023 at 3:56 PM

Jul 6, 2023 at 3:57 PM

Jul 6, 2023 at 3:57 PM

Jul 6, 2023 at 3:57 PM

dish
Jul 6, 2023 at 3:57 PM

Jul 6, 2023 at 3:57 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

July 17, 2023

LOCK KEVIN H
3019 15TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-006.000
3019 15TH 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

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

NOTICE OF HEARING

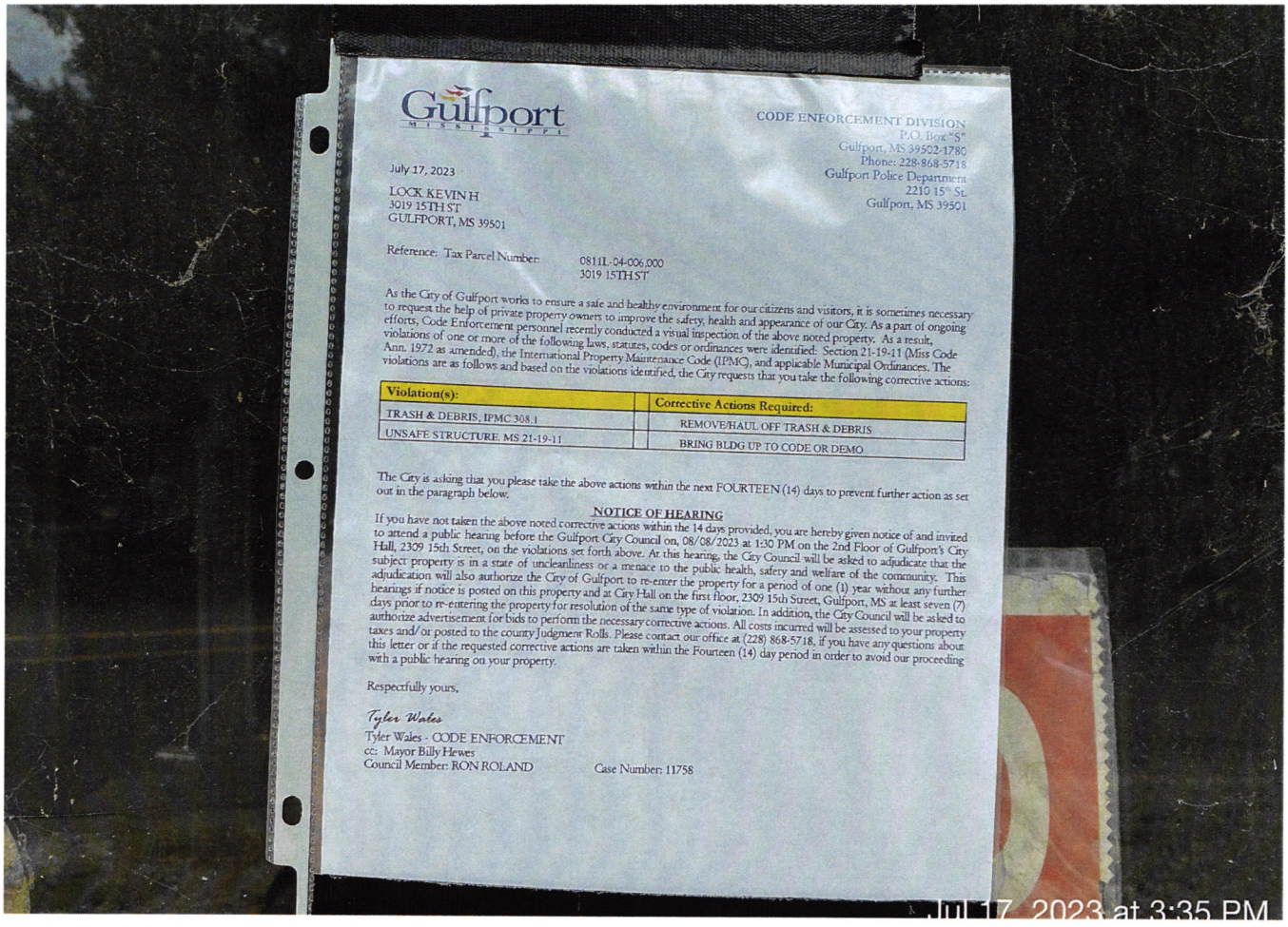
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11758



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

July 17, 2023

LOCK KEVIN H
3019 15TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-006.000
3019 15TH 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

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

NOTICE OF HEARING

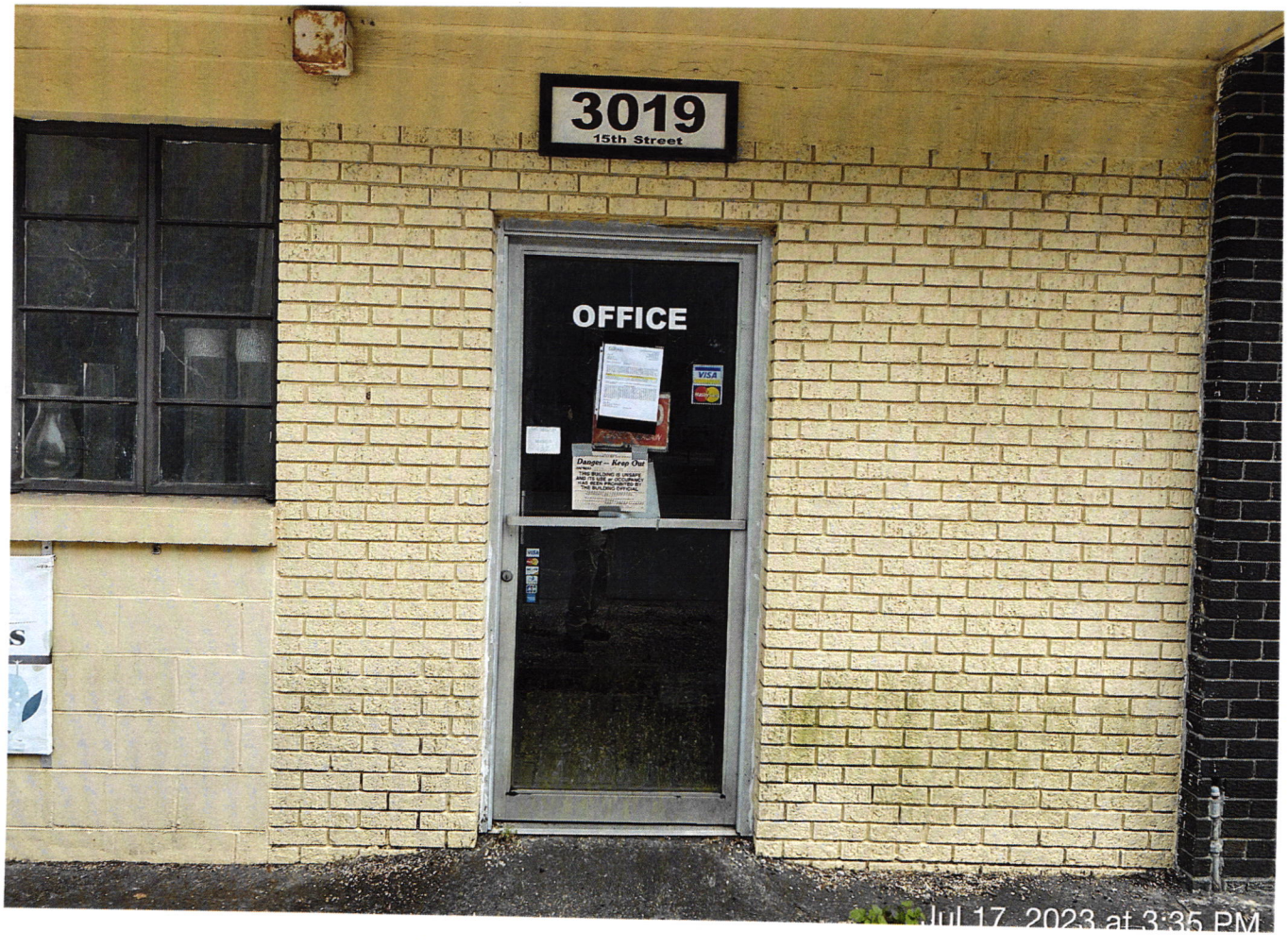
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11758

Jul 17, 2023 at 3:35 PM



Jul 17, 2023 at 3:35 PM

General Lumber
& Millwork
PLYWOOD
LUMBER
DOORS
WINDOWS
COLUMNS
SHUTTERS
SIDING
FLOORING
CABINETS
MOLDING
Jul 17, 2023 at 10:48 AM

301 15TH ST
Jul 17, 2023 at 10:48 AM

17, 2023 at 10:48 AM

3017 15TH ST
17, 2023 at 10:48 AM

F.D.C.
Jul 17, 2023 at 10:51 AM

COLDWELL BANKER
COMMERCIAL
ALFONSO
REALTY, INC.
228.287.1200
www.cbarcommercial.com
CARL LaROSA
228-669-4018
Jul 17, 2023 at 10:51 AM

CB
WELL BANKER
MMERCIAL
ALFONSO
EALTY, INC.
287.1200
Jul 17, 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

July 18, 2023

CASPER STEVEN
2200 NORTH STREET
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010N-01-011.000
2200 NORTH 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
UNSECURE POOL, IPMC 303.2		SECURE POOL (EG ERECT FENCE)
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
CARPORT CLUTTER, IPMC 302.10.1		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.

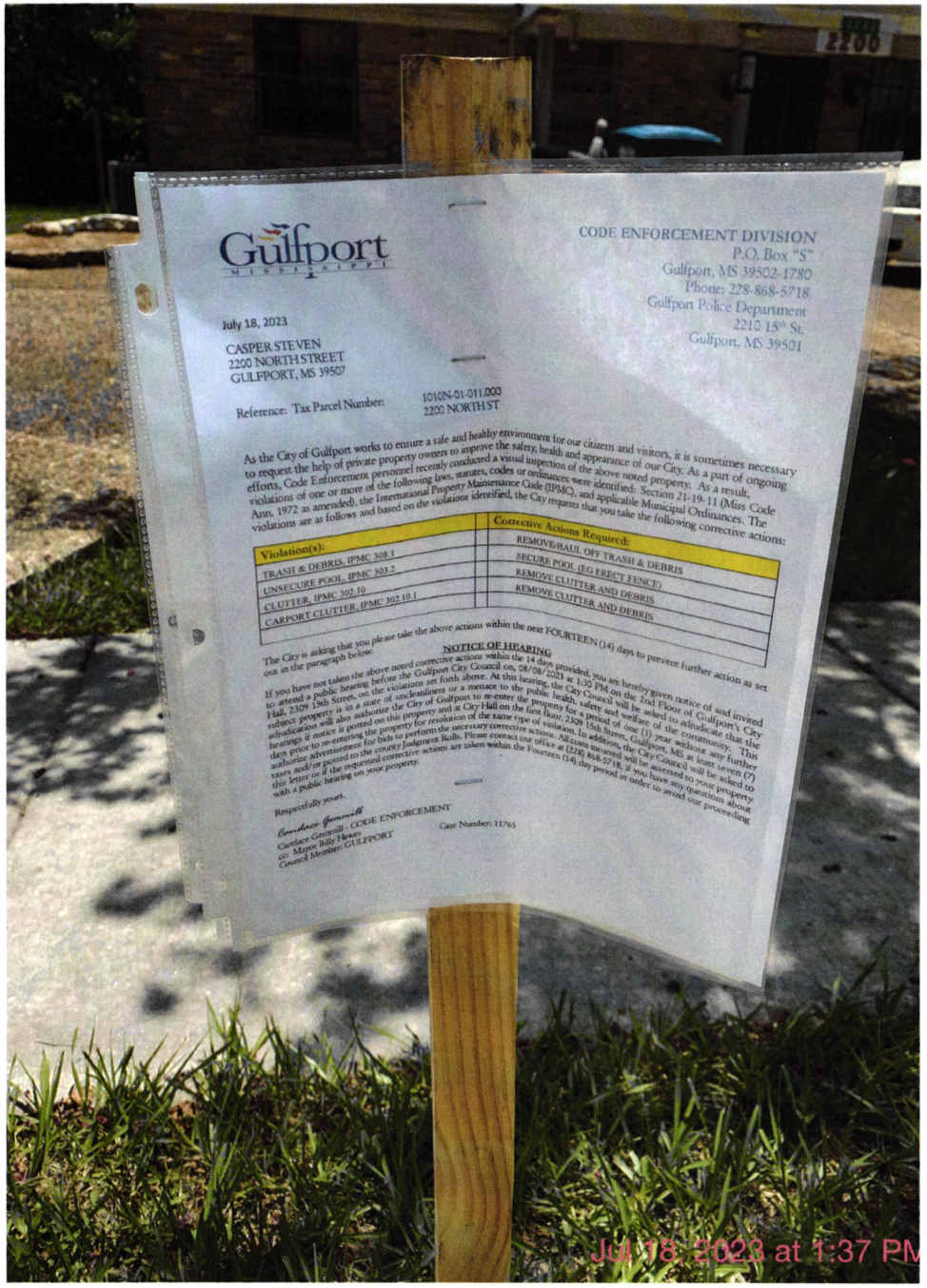
NOTICE OF HEARING

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, 08/08/2023 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: 11765


2200
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
July 18, 2023
CASPER STEVEN
2200 NORTH STREET
GULFPORT, MS 39507
Reference: Tax Parcel Number: 1010N-01-011.000
2200 NORTH 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
UNSECURE POOL, IPMC 303.2 | SECURE POOL (EG ERECT FENCE)
CLUTTER, IPMC 302.10 | REMOVE CLUTTER AND DEBRIS
CARPORT CLUTTER, IPMC 302.10.1 | 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, 08/08/2023 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 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 Judgement 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 - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member GULFPORT
Case Number: 11765
Jul 18, 2023 at 1:37 PM

2200
Jul 18, 2023 at 1:37 PM

2200
Jul 17, 2023 at 3:14 PM

2200
Jul 17, 2023 at 3:14 PM

Jul 17, 2023 at 3:16 PM

WASTE PRO
Jul 17, 2023 at 3:13 PM

Jul 17, 2023 at 3:15 PM

Jul 17, 2023 at 3:16 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

July 21, 2023

SANDERS DOYLE DEAN
15098 BARBER RD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0811G-05-040.000
2010 19TH AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11557

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

July 21, 2023

SANDERS DOYLE DEAN
2010 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-05-040.000
2010 19TH AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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.

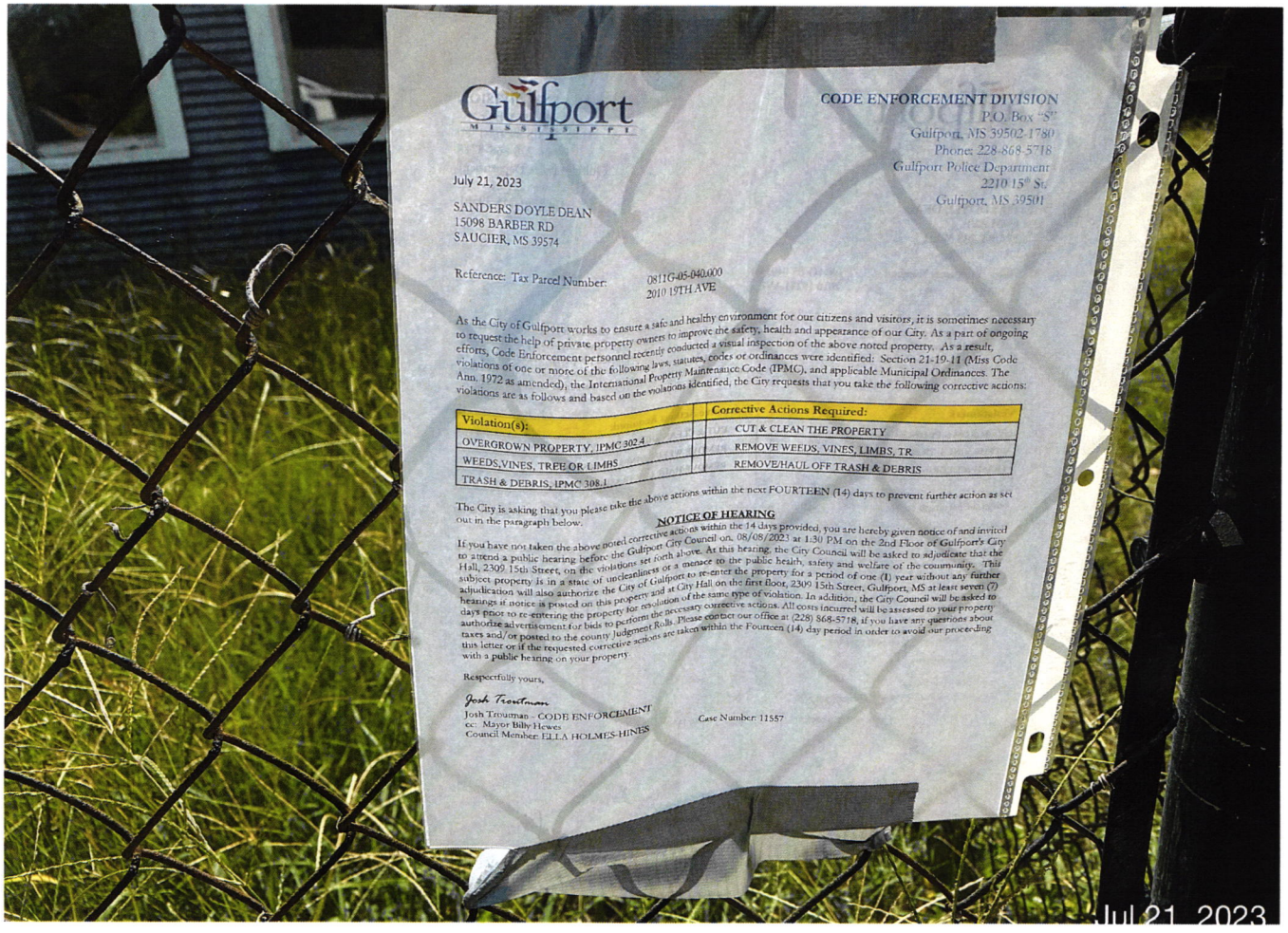
Respectfully yours,

Josh Troutman

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

Case Number: 11557

2010
Jul 21, 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
July 21, 2023
SANDERS DOYLE DEAN
15098 BARBER RD
SAUCIER, MS 39574
Reference: Tax Parcel Number: 0811G-05-040.000
2010 19TH AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11557
Jul 21, 2023

Jul 21 2023

Jul 21 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

July 21, 2023

WINCHELL RANDY D
2228 31ST ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-01-022.000
2228 31ST 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.

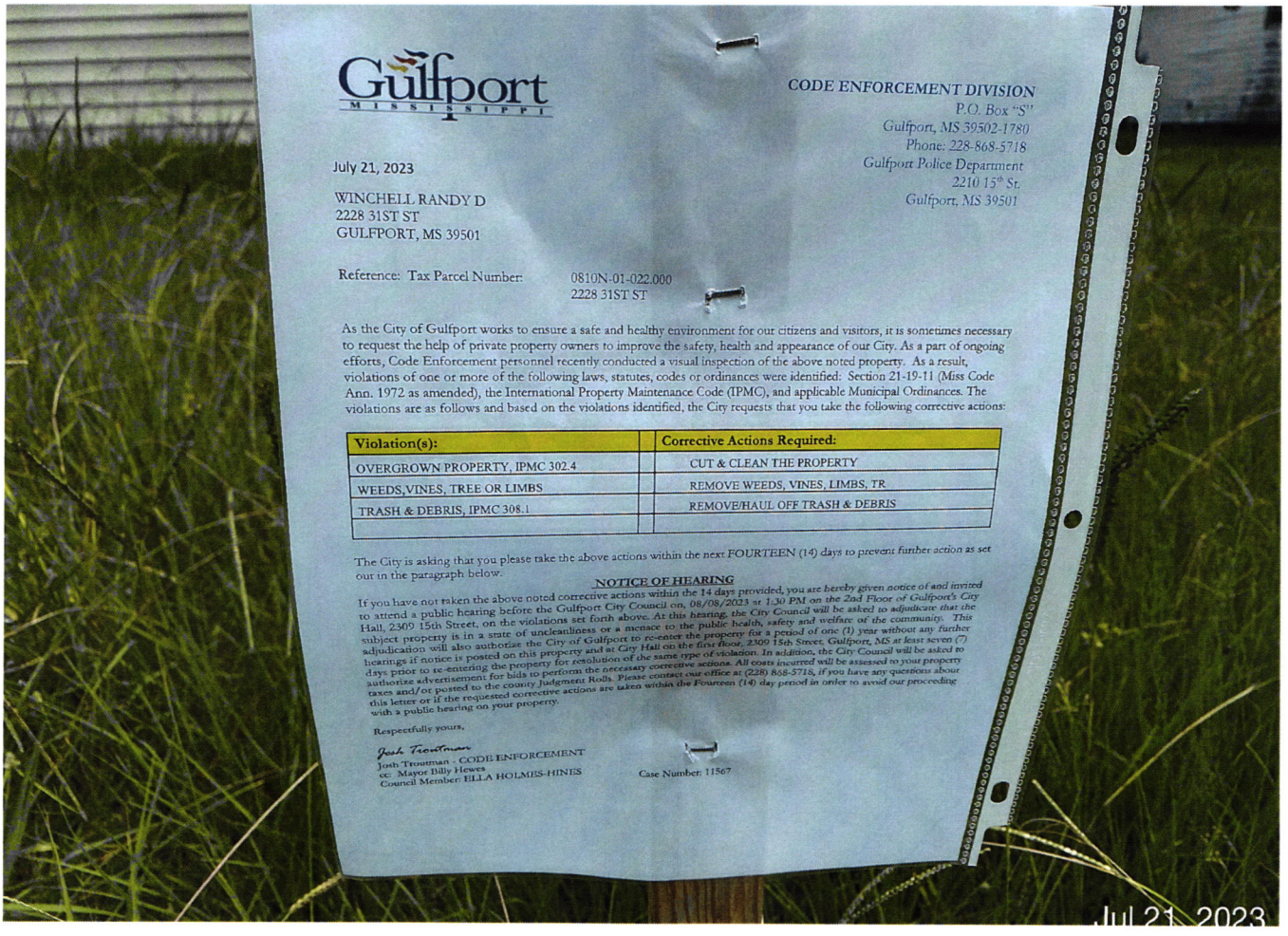
NOTICE OF HEARING

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, 08/08/2023 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: 11567



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

July 21, 2023

WINCHELL RANDY D
2228 31ST ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-01-022.000
2228 31ST 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 our in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11567

Jul 21, 2023

228
Jul 21, 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

July 21, 2023

BLUE DIAMOND ENERGY INC
1261 PASS RD
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-04-001.000
2301 31ST 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, 08/08/2023 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: 11568

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

July 21, 2023

BLUE DIAMOND ENERGY INC
2301 31ST ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-04-001.000
2301 31ST 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, 08/08/2023 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: 11568

Gulfport
MISSISSIPPI
July 21, 2023
BLUE DIAMOND ENERGY INC
1261 PASS RD
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810N-04-001.000
2301 31ST ST
Violation(s):
Corrective Actions Required
OVERGROWN PROPERTY, IPMC 302.4
WEEDS,VINES, TREE OR LIMBS
TRASH & DEBRIS, IPMC 308.1
NOTICE OF HEARING
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES
Case Number: 11568
Jul 21, 2023

LeRoy Modenbach TRAINING CENTER
Jul 21, 2023

Jul 21, 2023

Jul 21, 2023

TRAINING CENTER
Jul 21, 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

July 21, 2023

ARMSTRONG WILLIE L -ESTATE-
2022 JOHN ST EXT
PRENTISS, MS 39474

Reference: Tax Parcel Number: 0810C-01-011.000
8404 GEORGIA AVE

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

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, 08/08/2023 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: 11630

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

July 21, 2023

ARMSTRONG WILLIE L -ESTATE-
8404 GEORGIA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-01-011.000
8404 GEORGIA AVE

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

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

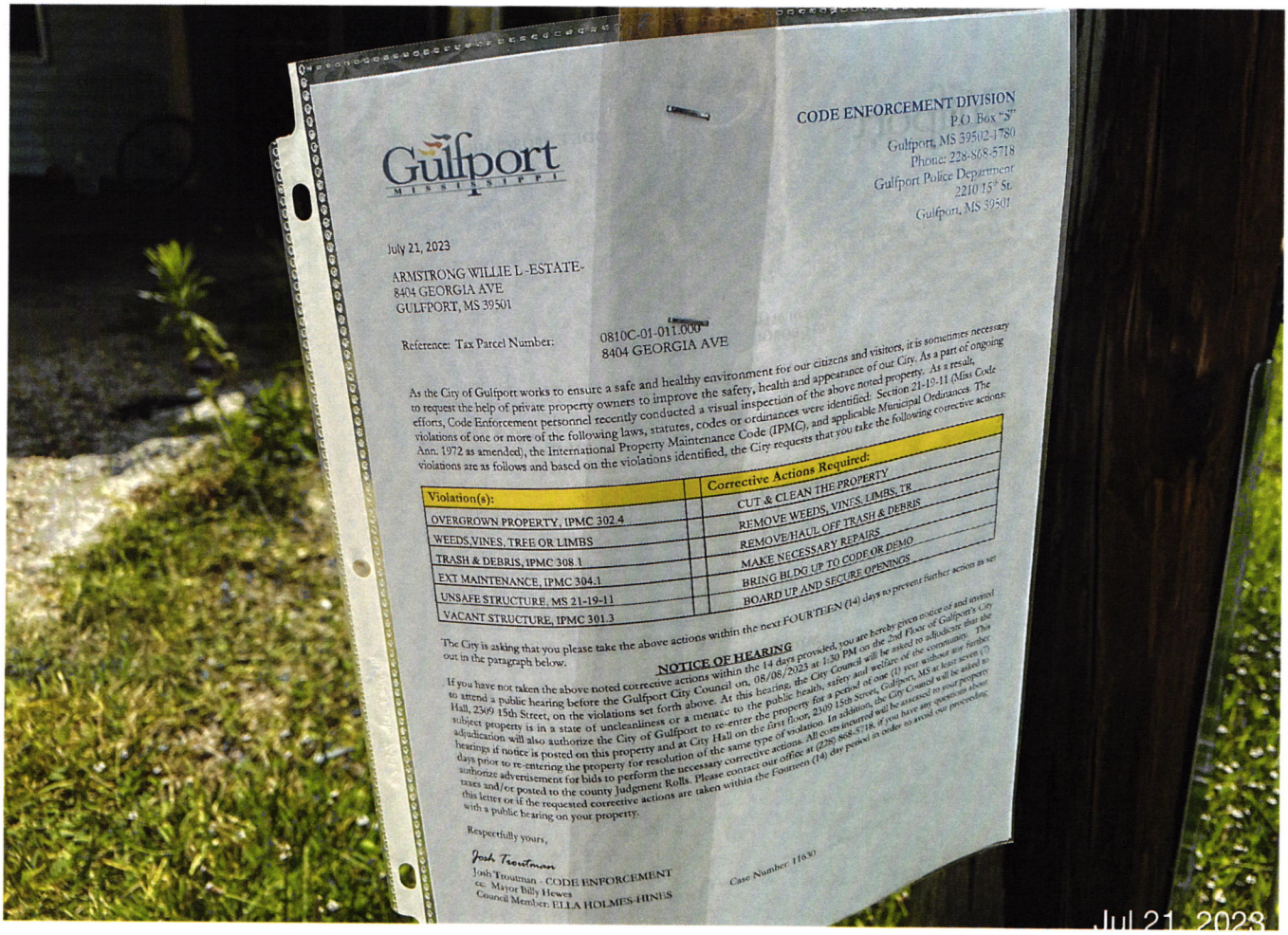
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11630



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

July 21, 2023

ARMSTRONG WILLIE L -ESTATE-
8404 GEORGIA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-01-011.000
8404 GEORGIA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-10-11 (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	REMOVE/HAUL OFF REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3	BRING BLDG UP TO CODE OR DEMO
	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, 08/08/2023 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: 11630

Jul 21, 2023

8404
Jul 21 2023

8404
Jul 21 2023

Jul 21, 2023

Jul 21, 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

July 7, 2023

CUMBERLAND MILFORD E III
2510 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
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

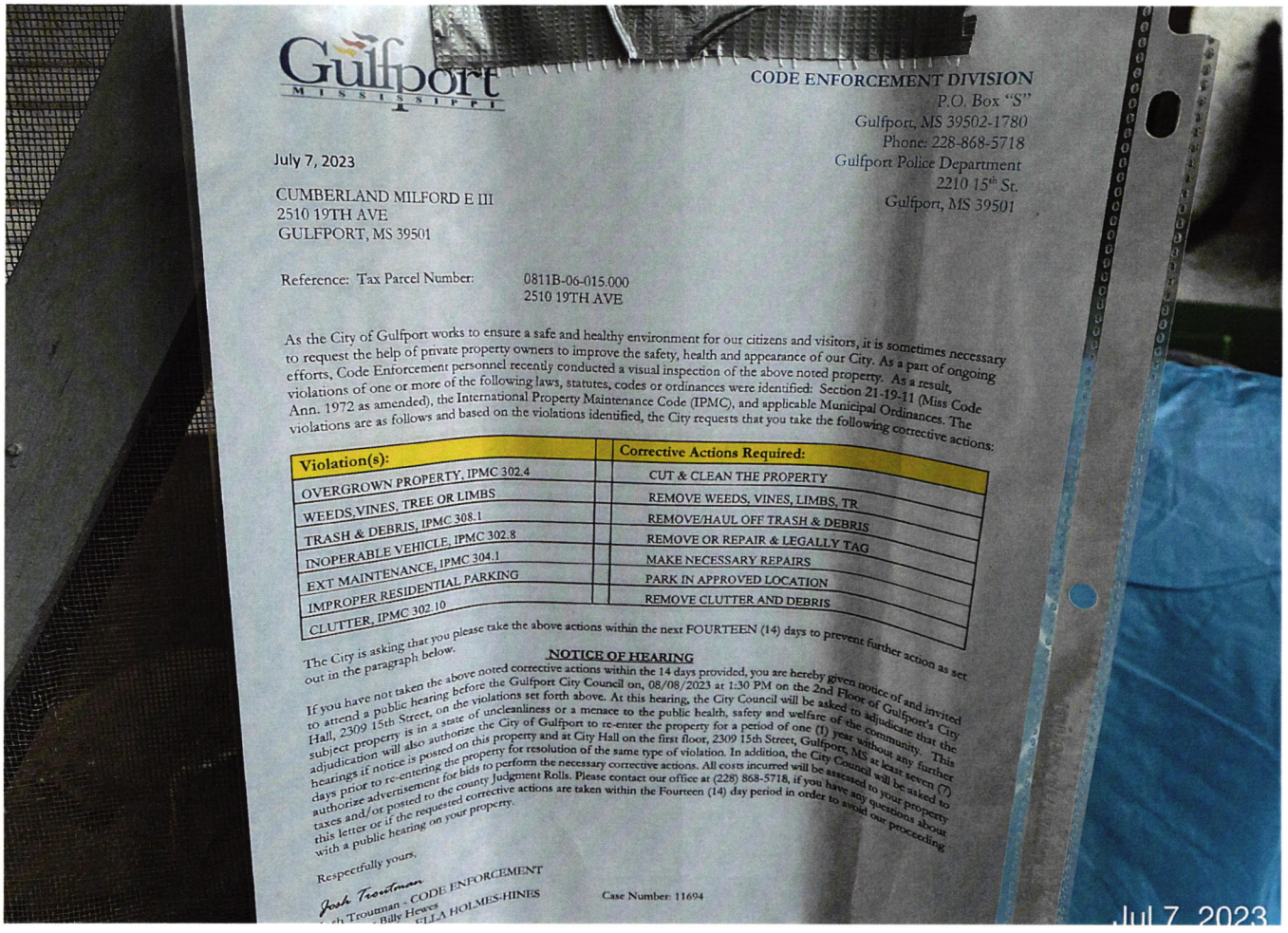
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth 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: 11694



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

July 7, 2023

CUMBERLAND MILFORD E III
2510 19TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH 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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
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, 08/08/2023 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
Billy Hewes
ELLA HOLMES-HINES

Case Number: 11694

Jul 7, 2023

For SALE
$10,500 Low Miles
2017
Jul 7, 2023

PRO-4X
OFF ROAD
MICHELIN
Jul 7, 2023

Jul 7, 2023

Jul 7, 2023

POSTED
July 7, 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

July 21, 2023

ARMSTRONG WILLIE L -ESTATE-
24 WILKES LANE
PRENTISS, MS 39474

Reference: Tax Parcel Number: 0810C-01-010.000
8404 GEORGIA AVE

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

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
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, 08/08/2023 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: 11788

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

July 21, 2023

ARMSTRONG WILLIE L -ESTATE-
8404 GEORGIA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-01-010.000
8404 GEORGIA AVE

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

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
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, 08/08/2023 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: 11788

Jul 21, 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
July 21, 2023
ARMSTRONG WILLIE L -ESTATE-
8404 GEORGIA AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number: 0810C-01-010.006
8404 GEORGIA AVE
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
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
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, 08/08/2023 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: 11788
Jul 21, 2023

8404
Jul 21 2023

8404
Jul 21 2023

Jul 21, 2023

Jul 21, 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

July 21, 2023

WILLIAM PETTEY H JR
P O BOX 1326
GULFPORT, MS 39502

Reference: Tax Parcel Number: 1010E-02-010.000
1225 WEST PINE 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, 08/08/2023 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: RUSTY WALKER Case Number: 11470

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

July 21, 2023

WILLIAM PETTEY H JR
1225 WEST PINE ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010E-02-010.000
1225 WEST PINE 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.

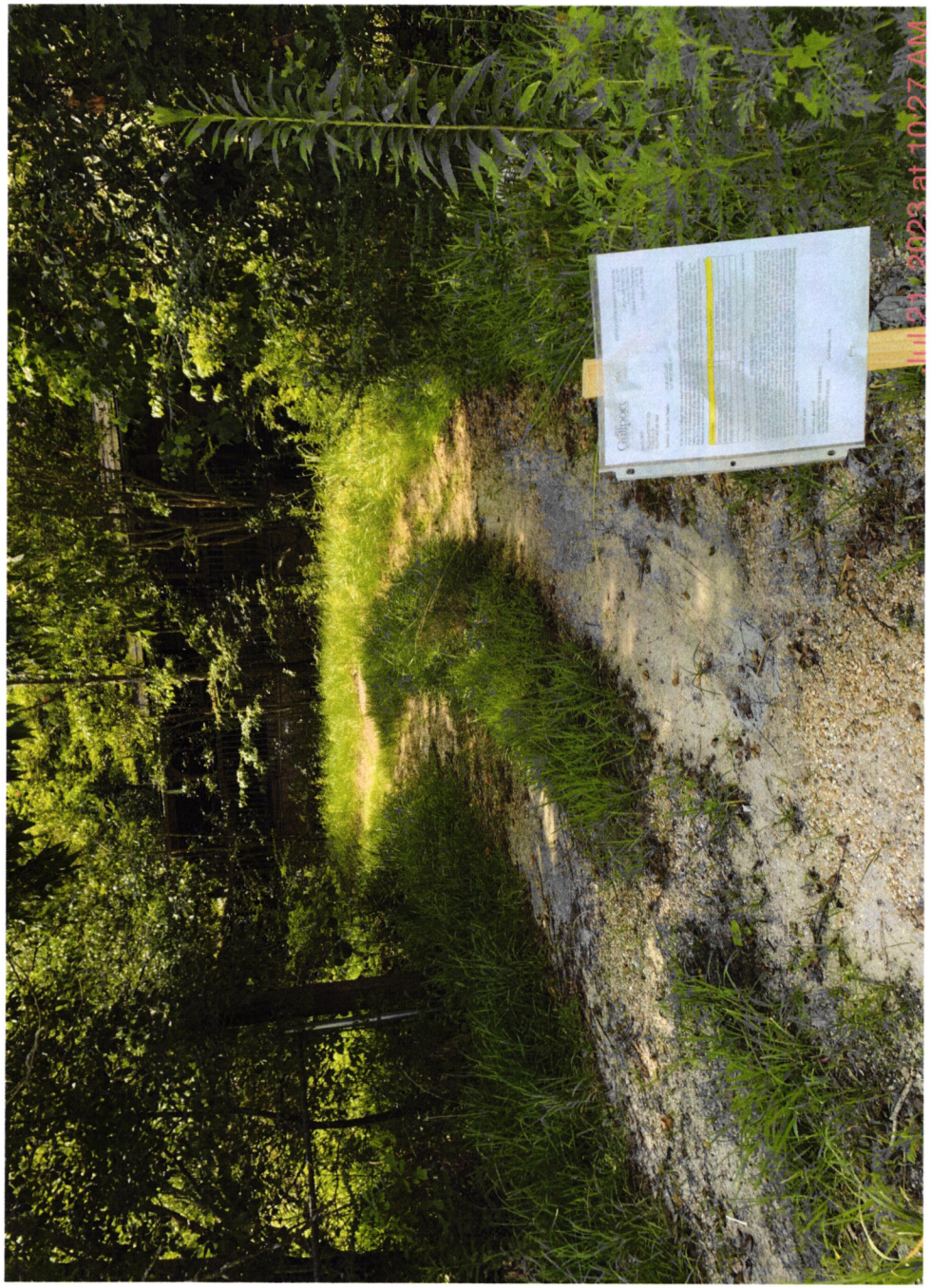
NOTICE OF HEARING

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, 08/08/2023 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: RUSTY WALKER Case Number: 11470


Jul 21, 2023 at 10:27 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
July 21, 2023
WILLIAM PETTEY HJR
P O BOX 1326
GULFPORT, MS 39502
Reference: Tax Parcel Number: 1010E-02-010.000
1225 WEST PINE 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, 08/08/2023 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: RUSTY WALKER
Case Number: 11470
Jul 21, 2023 at 10:27 AM

Jul 21, 2023 at 10:22 AM

Jul 21, 2023 at 10:21 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

July 17, 2023

ELDRIDGE & SON INVESTMENTS LLC
605 COMMERCE ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910I-01-051.000
605 COMMERCE 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
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, 08/08/2023 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: RUSTY WALKER Case Number: 11509

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

July 17, 2023

ELDRIDGE & SON INVESTMENTS LLC
1415 22ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910I-01-051.000
605 COMMERCE 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
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, 08/08/2023 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: RUSTY WALKER Case Number: 11509

Gulfport
Jul 17, 2023 at 3:03 PM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box 53
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 17, 2023
ELDRIDGE & SON INVESTMENTS LLC
1415 22ND AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number 0910J-01-051.000
625 COMMERCE 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, standards, codes or ordinances were identified: Section 21-11 (Misc 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
WEEDS, VINES, TREE OR LIMBS
BRING BLDG UP TO CODE OR DEMO
TRASH & DEBRIS, IPMC 308.1
UNSAFE STRUCTURE, MS 21-19-11
NOTICE OF HEARING
The City is asking that you please take the above action within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
If you have not taken the above noted corrective action within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on Tuesday, August 22, 2023 at 5:30 PM in the 2nd Floor Council Chambers at Gulfport City Hall, 2309 15th Street, Gulfport, Mississippi. At the public hearing, the City Council will hear testimony and receive evidence concerning the above noted violations of the ordinances and codes of the City of Gulfport, without notice. This hearing will be held to determine if the violations set out in the above noted property have existed for a period of one (1) or more years and to determine what corrective action, if any, should be taken by the owner of the property to correct the violations. All costs incurred will be charged to the owner of the property. If you intend to attend the hearing and present evidence, please contact one officer (1) at 868-5718 so you may be placed on the agenda. Failure to appear at the hearing will be considered a waiver of your right to be heard and the City Council may proceed in order to remedy the violations.
If you intend to appeal the decision of the City Council, you must file a notice of appeal with the Circuit Clerk of Harrison County, Mississippi, at the Harrison County Courthouse, 1801 23rd Avenue, Gulfport, Mississippi, within fourteen (14) days after the date of the decision of the City Council. Failure to file a notice of appeal within the fourteen (14) day period will bar any appeal of the decision of the City Council.
Respectfully yours,
Candace Grimmett, CODE ENFORCEMENT
Case Number: 11859
cc: Mayor Billy, RUSTY WALKER
Council Member
Jul 17, 2023 at 3:02 PM

Jul 17, 2023 at 10:42 AM

Jul 17, 2023 at 10:43 AM

Jul 17, 2023 at 10:42 AM

Jul 17, 2023 at 10:42 AM

605
Jul 17, 2023 at 10:42 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

July 21, 2023

VALENCIA AARON
27 48TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910B-03-006.000
27 48TH 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, 08/08/2023 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: 11562

Jul 21, 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
July 21, 2023
VALENCIA AARON
27 48TH ST
GULFPORT, MS 39507
Reference: Tax Parcel Number: 0910B-03-006.0
27 48TH 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, 08/08/2023 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: 11562
Jul 21, 2023

Jul 21, 2023

Jul 21, 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

July 18, 2023

MACO PROPERTIES LLC
P.O. BOX 68
CLARKTON, MO 63837

Reference: Tax Parcel Number: 1010G-02-040.000
MAGNOLIA 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: RUSTY WALKER Case Number: 11599

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

July 18, 2023

MACO PROPERTIES LLC
MAGNOLIA ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010G-02-040.000
MAGNOLIA 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: RUSTY WALKER Case Number: 11599

Jul 18, 2023 at 10:00 AM

Gulfport
STATE OF MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box 8
Gulfport, MS 39502-1782
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 18, 2023
MACO PROPERTIES LLC
MAGNOLIA ST
GULFPORT, MS 39507
Reference: Tax Parcel Number: 1010G-02-040.000
MAGNOLIA ST
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary
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. [PMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above action 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 at 1:30 PM on 08/22/2023 at 1.30 PM in the 3rd Floor Courtroom of the
Hall, 2309 15th Street, on the 4th Floor of the courthouse annex, to show cause why the City should not abate the violations
hearings if notice is posted on this property and at City Hall. Please see the attached Ordinance for additional information.
abatement will also authorize the City of Gulfport to recover the cost there. This is in addition to any fine(s) that may be assessed
at the hearing. Failure to appear at the hearing will be deemed a waiver of your right to a hearing before the City Council and
may result in the City proceeding with the abatement without further notice to you. Please be aware that the cost of abatement
may be assessed as a lien against the property and if not paid, may be collected at the same time and in the same manner as
ad valorem taxes and/or posted to the county Judgment Rolls. Please note that if you have any questions or concerns regarding
this letter or if the requested corrective action are taken within the Fourteen (14) day period or extended period, you may meet
with a public hearing on your property.
Respectfully yours,
Candace Grimmill, CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RUSTY WALKER
Case Number: (1199)

Jul 18, 2023 at 10:01 AM

Jul 18, 2023 at 9:59 AM

Jul 18, 2023 at 9:58 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

July 21, 2023

SCHANKIN ROY C JR
476 1/2 EVANS AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911B-01-051.001
EVANS 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11628

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

July 21, 2023

SCHANKIN ROY C JR
476 EVANS AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911B-01-051.001
476 EVANS 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11628

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
July 21, 2023
SCHANKIN ROY C JR
476 1/2 EVANS AVE
GULFPORT, MS 39507
Reference: Tax Parcel Number: 0911B-01-051.001
EVANS 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
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11628
Jul 21, 2023

Jul 21, 2023

Jul 21, 2023

478
Jul 21, 2023

Jul 21 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

July 21, 2023

HALE DAVID KENNETH
2108 ROSE COURT
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0808I-03-045.000
802 BEVERLY 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11661

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

July 21, 2023

HALE DAVID KENNETH
802 BEVERLY DR.
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0808I-03-045.000
802 BEVERLY 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11661

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

July 21, 2023

HALE DAVID KENNETH
2108 ROSE COURT
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0808I-03-045.000
602 BEVERLY 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11661

Jul 21, 2023 at 12:49

Jul 21, 2023 at 12:49

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

July 14, 2023

RUNNELLS PATRICIA M
510 FRANKLIN AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908N-02-037.000
510 FRANKLIN AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11750

Jul 24 2024

Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF HEARING
Jul 24 2024

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

July 21, 2023

DAVIS CHARLES M
13139 SHELDON ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1007M-01-057.000
13139 SHELDON 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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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,

Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 11572

Jul 21, 2023

Jul 21, 202

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

July 18, 2023

YELVERTON TRACY G
13444 WINDRIDGE DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908D-01-103.000
13444 WINDRIDGE 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
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, 08/08/2023 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,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS Case Number: 11687

Gulfport
Jul 18, 202

Jul 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

July 21, 2023

MILLER BARBARA ANN
14061 ANANDALE CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0707H-02-002.066
14061 ANANDALE CIR

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11484

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
July 21, 2023
MILLER BARBARA ANN
14061 ANANDALE CIR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0707H-02-002.066
14061 ANANDALE CIR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11464
Jul 21, 2023 at 10:31

14061
Jul 21, 2023 at 10:31

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

July 21, 2023

THOMPSON JERRY D
12169 DEPEW RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808E-01-028.000
12169 DEPEW 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
TRASH RECEPTACLE ORD SEC4-167F		REMOVE RECEPTACLE WITHIN 24HRS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11508

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
July 21, 2023
THOMPSON JERRY D
12169 DEPEW RD
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0808E-01-028.000
12169 DEPEW 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
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
TRASH RECEPTACLE ORD SEC4-167F
REMOVE RECEPTACLE WITHIN 24HRS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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 asserted 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 Members RICHARD KOSLOSKI
Case Number: 11508
Jul 21, 2023 at 10:54

Jul 21, 2023 at 10:54

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

July 21, 2023

SCAGGS MARY ANN L/E
14447 RHONDA CT
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808B-02-027.000
14447 RHONDA CT

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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION

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

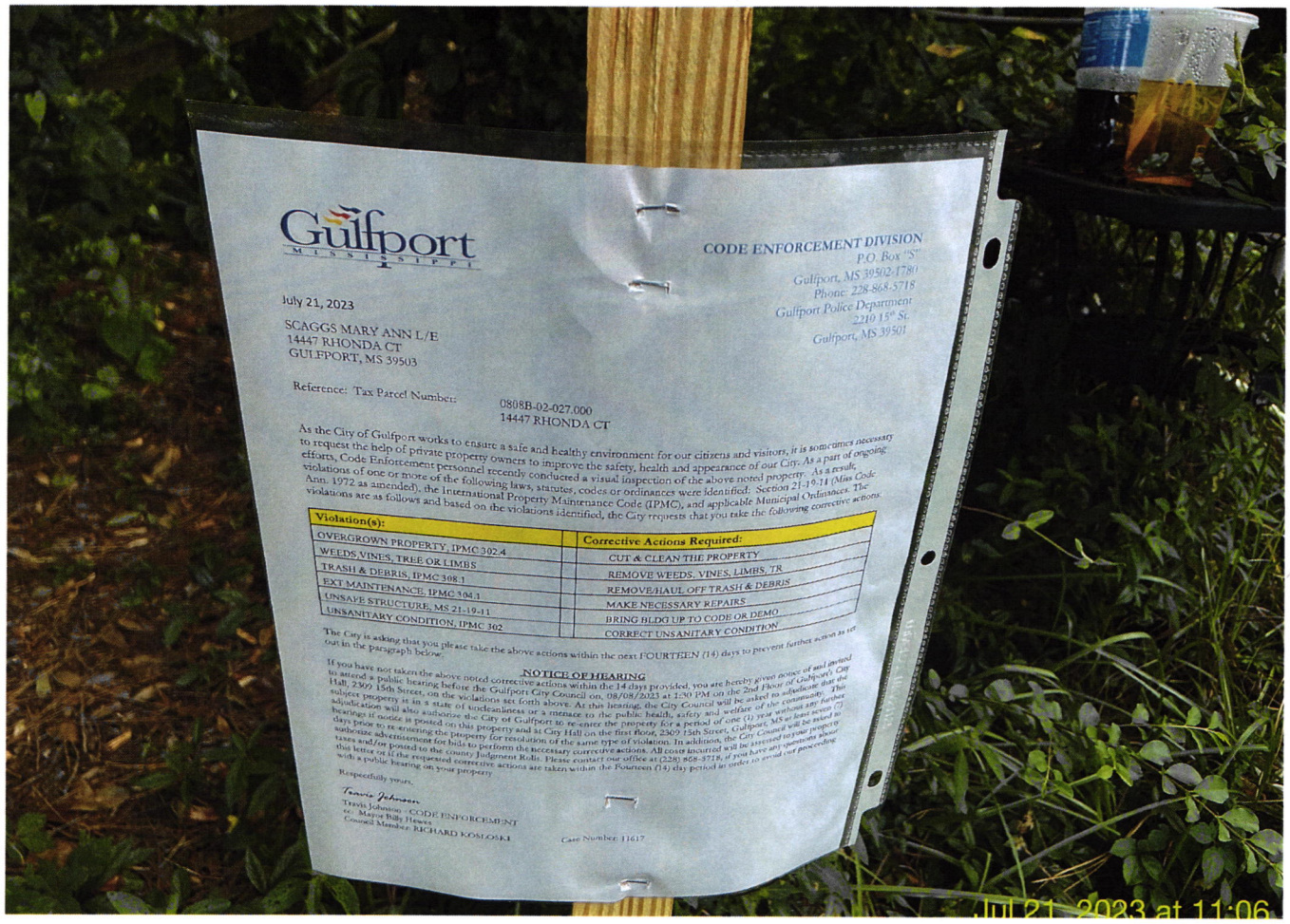
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11617


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "G"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 21, 2023
SCAGGS MARY ANN L/E
14447 RHONDA CT
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0808B-02-027.000
14447 RHONDA CT
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 21-19.14 (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
UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
NOTICE OF HEARING
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11617
Jul 21, 2023 at 11:06

Jul 21, 2023 at 11:06

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

July 21, 2023

FLAHERTY ANDRE & VANISA M
14063 ANANDALE CIR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0707H-02-002.065
14063 ANANDALE CIR

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

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

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

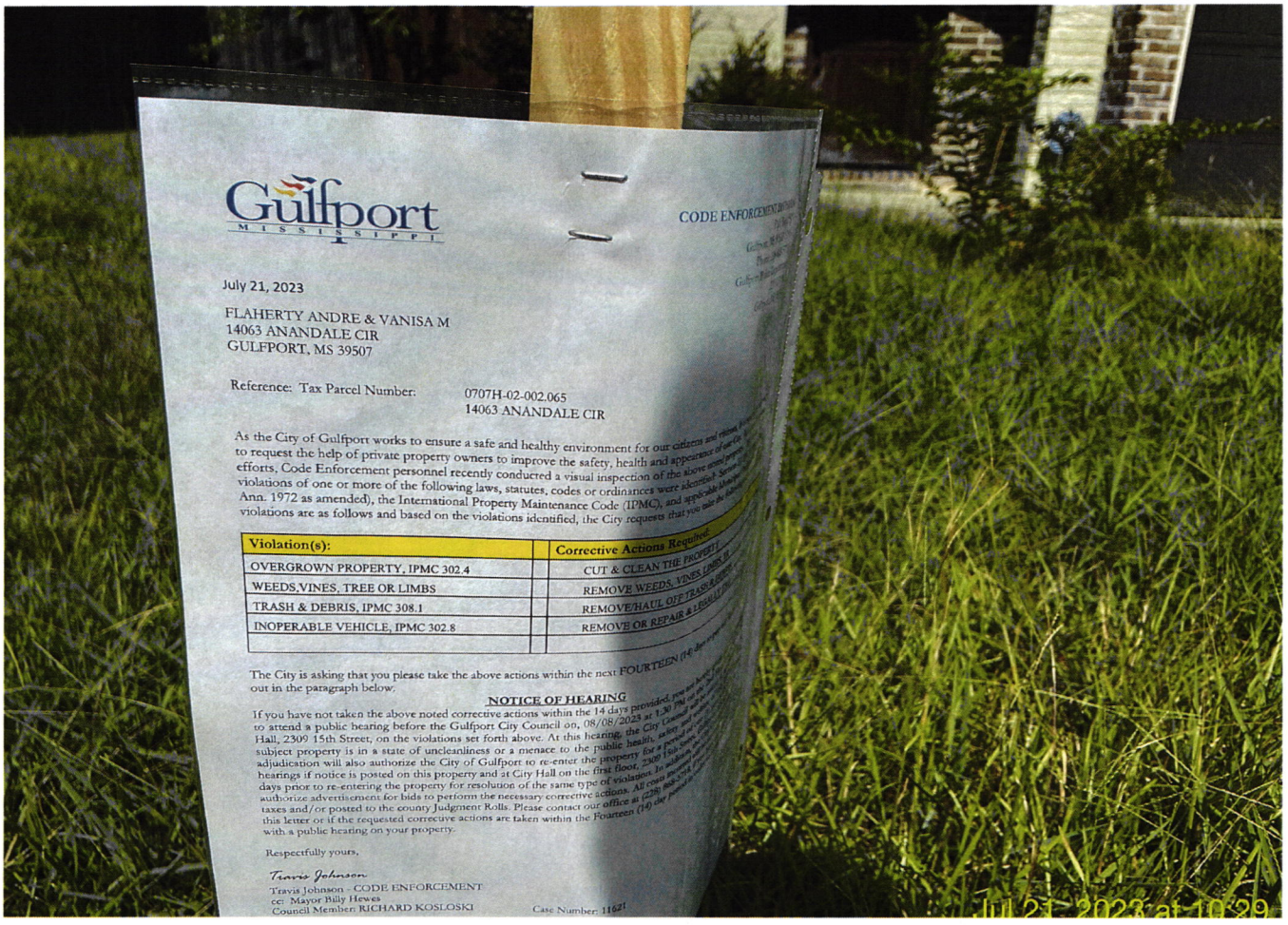
NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 08/08/2023 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: 11621


Gulfport
MISSISSIPPI
CODE ENFORCEMENT
July 21, 2023
FLAHERTY ANDRE & VANISA M
14063 ANANDALE CIR
GULFPORT, MS 39507
Reference: Tax Parcel Number: 0707H-02-002.065
14063 ANANDALE CIR
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and
to request the help of private property owners to improve the safety, health and appearance of our
efforts, Code Enforcement personnel recently conducted a visual inspection of the above
violations of one or more of the following laws, statutes, codes or ordinances were identified
Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable
violations are as follows and based on the violations identified, the City requests that you take the
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
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY
The City is asking that you please take the above actions within the next FOURTEEN (14)
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
to attend a public hearing before the Gulfport City Council on, 08/08/2023 at 1:30 PM
Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will
subject property is in a state of uncleanliness or a menace to the public health, safety and welfare
adjudication will also authorize the City of Gulfport to re-enter the property for a period of
hearings if notice is posted on this property and at City Hall on the first floor, page 15th hour
days prior to re-entering the property for resolution of the same type of violations. At the
authorize advertisement for bids to perform the necessary corrective actions. All costs
taxes and/or posted to the county Judgment Rolls. Please contact our office at (228)
this letter or if the requested corrective actions are taken within the Fourteen (14) day
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: 11621
Jul 21, 2023 at 10:29

Jul 21, 2023 at 10:29

MEMORANDUM – CITY OF GULFPORT

Date: JULY 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: 0811A-03-101.000. Lot 1 Blk 28 Replat Of Broad Acres. Property Located At 1209 23rd St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location. Bates Muralee Case: 11142

Parcel 2: 0910P-02-044.000. Life Estate -2015-1436- Lot 8 Blk 8 Wood Glen Subd Sec 4. Property Located At 202 Pinewood Cir. For Violation Of Remove Or Repair & Legally Tag, Remove Clutter And Debris. Aronson Marc Yale Case: 11647

Parcel 3: 0811A-04-075.000. Lot 7 Blk 12 Broadacres. Property Located At 2601 Bullis Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Stop Major Repairs Or Dissembl, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances. Amenta Mario Case: 11717

Parcel 4: 0811B-05-015.000. Beg 7.6 Ft N Of Inter Of N Mar Of Pass Rd & E Mar Of 17th Ave Nly Along 17th Ave 150 Ft E 143 Ft To W Mar Of Alley Sly Along Alley 89.8 Ft To Pass Rd Swly Along Rd 156.1 Ft To Pob Being Part Of Lots 17 To 19 & All Of Lots 20 To 22 Blk 18 Arlington Heights Add Sec 3-8-11. Property Located At 1620 Pass Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Vincent Jack Case: 11169

Parcel 5: 0811B-05-015.001. Lots 23 & 24 Inc Blk 18 Arlington Heights Add Of Sec 3-8-11. Property Located At 2518 17th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris. Vincent Jack Case: 11171

Parcel 6: 0811B-05-016.000. Lot 25 Blk 18 Arlington Heights Add. Property Located At 17th Ave. For Violation Of Remove Clutter And Debris. Vincent J D Case: 11191

Parcel 7: 0811B-04-046.001. W 53 Ft Of Lots 26 To 28 Inc Blk 25 Arlington Heights Add. Property Located At 1613 25th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Vincent Gloria N Case: 11192

Parcel 8: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. Property Located At 2510 19th Ave. 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, Park In Approved Location, Remove Clutter And Debris. Cumberland Milford E III Case: 11695

Parcel 9: 0810F-01-011.001. Lots 26 To 30 Inc & Lots 31 & 32 Blk 276 North Gulfport Secs 27/28-7-11. Property Located At 8210 Georgia Ave A. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Correct Unsanitary Condition, Remove Clutter And Debris, Remove/Relocate Storage. Miller Doris M & Willie Case: 11724

Parcel 10: 0810E-05-061.000. N 50 Ft Of S 1610 Ft Of W 134.7 Ft Of Sw1/4 Less R/W For Hwy Sec 28-7-11. Property Located At 4415 Kentucky Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Stop Major Repairs Or Dissembl, Park In Approved Location, Remove Clutter And Debris, Remove Or Relocate Furniture. Day Sandra D -Estate- Case: 11770

Parcel 11: 1010G-01-035.000. Lot 20 Blk 4 Fernwood Heights Sec 29-7-10. 931 Brown St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. Muir Kharima & Rayval

Parcel 12: 0911B-01-030.000. Beg On N Line Of Pilgrim Prop. Property Located At 427 Oak Grove Ave. For Violation Of Remove Or Repair & Legally Tag, Make Necessary Repairs, Park In Approved Location. Hinds Trenton Case: 11398

Parcel 13: 1010F-02-007.000. Beg 310 Ft E Of Ne Cor Of Pine St & Pc Rd For Beg E Along N R/W Pc Rd 150 Ft N 196 Ft W 150 Ft S 197 Ft To S Line Of P C Rd & Pt Of Beg Less Part To City Of Gpt For Street In Se 1/4 Of Se 1/4 Sec 30-7-10. Property Located At 1720 East Pass Rd. For Violation Of Make Necessary Repairs. Haydel Properties LP Case: 11533

Parcel 14: 1010H-01-044.000. 4.7 Ac Com At Se Cor Of Sec 29 N 688.3 Ft W 1334.5 Ft N 22 Ft To Pob N 967.28 Ft S 87 Dgs E 221.2 Ft S 968.7 Ft To N Mar Of Pass Rd Wly Along Rd 201.1 Ft To Pob Part Of E 1/2 Of Se 1/4 Of Sec 29-7-10. 2238 East Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Correct Unsanitary Condition. Broadus Jonathan

Parcel 15: 1008K-03-001.000. Parcel Lying S Of Lorraine Rd & W Of Gould Rd In SE Cor Of NW 1/4 Of NE 1/4. Property Located At 11600 Lorraine Rd F-1. For Violation Of Remove Or Repair & Legally Tag, Park In Approved Location. River Ridge Townhomes LLC Case: 11436

Parcel 16: 1007M-01-042.001. N 83 Ft Of Lot 7 Blk 6 Rolling Acres Subd Sec 31-6-10. Property Located At 13148 Sheldon St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove Clutter And Debris. A+ Able Administration Inc Case: 11573

Parcel 17: 1007M-01-044.000. Lot 9 Blk 6 Rolling Acres Subd. Property Located At 13192 Sheldon St. For Violation Of Remove/Haul Off Trash & Debris, Remove Vehicle, Correct Unsanitary Condition, Remove/Relocate Utl Trailer, Remove Objects. Howard Mary Ann -Estate- Case: 11574

Parcel 18: 0907M-02-011.000. 1.9 Ac(C) W 280 Ft Of Lots 20 To 24 Blk 2 National Tung Grove Corp Subd #2 Sec 35-6-11. Property Located At 13452 O'neal Rd. 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, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Boat. So Ponnarith Case: 11734

Parcel 19: 0908A-02-001.006. 1.63 Ac (C) Com At Inter Of W Line Of Ne 1/4 Of Sec 1 & S Mar O'neal Rd E Along Rd 330 Ft S 17 Dgs E 272.1 Ft To Pob S 17 Dgs E 175 Ft N 84 Dgs E 375.8 Ft W Mar Of John Ross Rd Nly Along Rd 210 Ft S 77 Dg W 381.8 Ft To Pob Part Of Nw 1/4 Of Ne 1/4 Of Sec 1-7-11. Property Located At 12803 John Ross Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris. Meyer Jana Et Al Case: 11735

Parcel 20: 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/Relocate Utl Trailer. Forehand Janice S Case: 11748

Parcel 21: 0908L-01-073.000. Lot 87 Wingate Subd. Property Located At 87 Royal Pine Dr. 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, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings, Correct Unsanitary Condition. Barnett Natascha Case: 11754

Parcel 22: 1007M-01-045.000. Lot 10 Blk 6 Rolling Acres Subd. Property Located At Sheldon St. For Violation Of Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Howard Mary A R -Estate- Case: 11769

Parcel 23: 0808L-03-008.000. Lots 25 To 27 Less S 50 Ft Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 15527 Orange Grove Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintenance Or Remove, Remove Clutter And Debris. Hutchinson Mathew Case: 11729

Parcel 24: 0808L-03-009.000. S 50 Ft Of Lots 25 To 29 Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 11396 Railroad St. For Violation Of Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Cowart Floyd -EST- Case: 11730

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

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

July 13, 2023

BATES MURALEE
PO BOX 8573
GULFPORT, MS 39506

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

Reference: Tax Parcel Number: 0811A-03-101.000
1209 23RD 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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

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: 11142

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

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

July 13, 2023

BATES MURALEE
2211 BULLIS 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: 0811A-03-101.000
1209 23RD ST / 2211 BULLIS 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

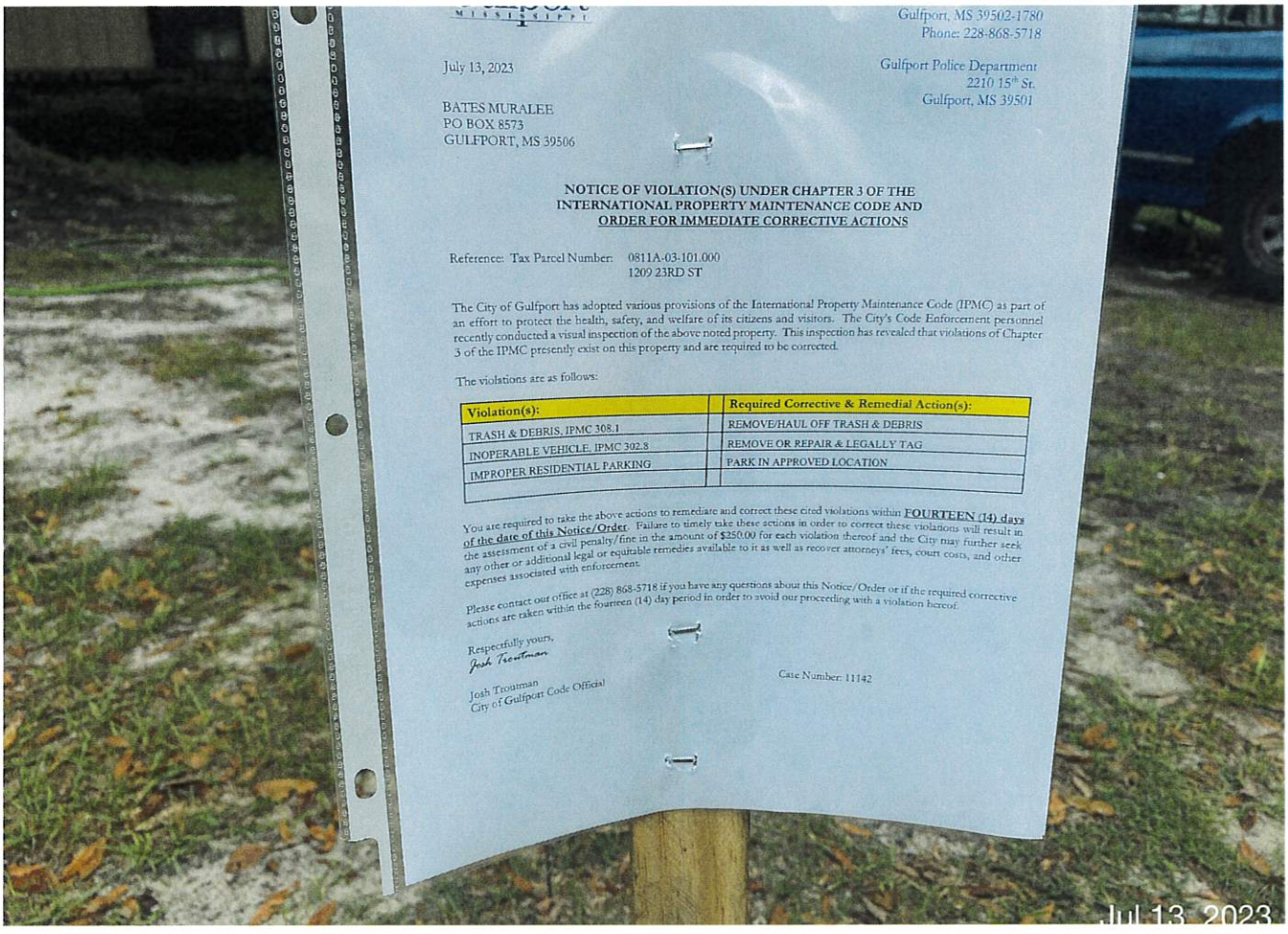
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 11142



Gulfport, MS 39502-1780
Phone: 228-868-5718

July 13, 2023

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

BATES MURALEE
PO BOX 8573
GULFPORT, MS 39506

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

Reference: Tax Parcel Number: 0811A-03-101.000
1209 23RD 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):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION

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: 11142

Jul 13, 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

July 24, 2023

ARONSON MARC YALE
202 PINEWOOD CIR
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: 0910P-02-044.000
202 PINEWOOD CIR

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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

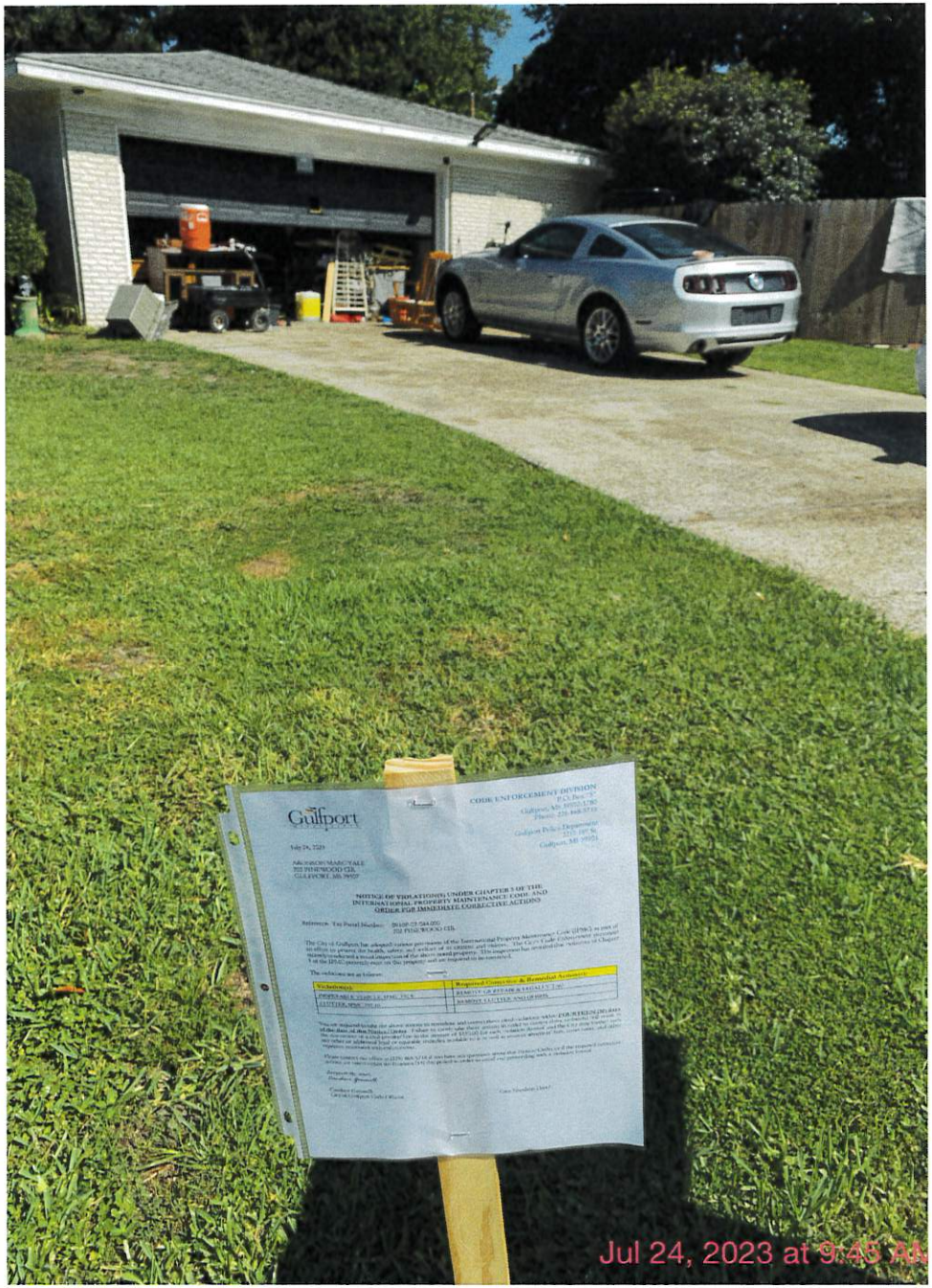
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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.

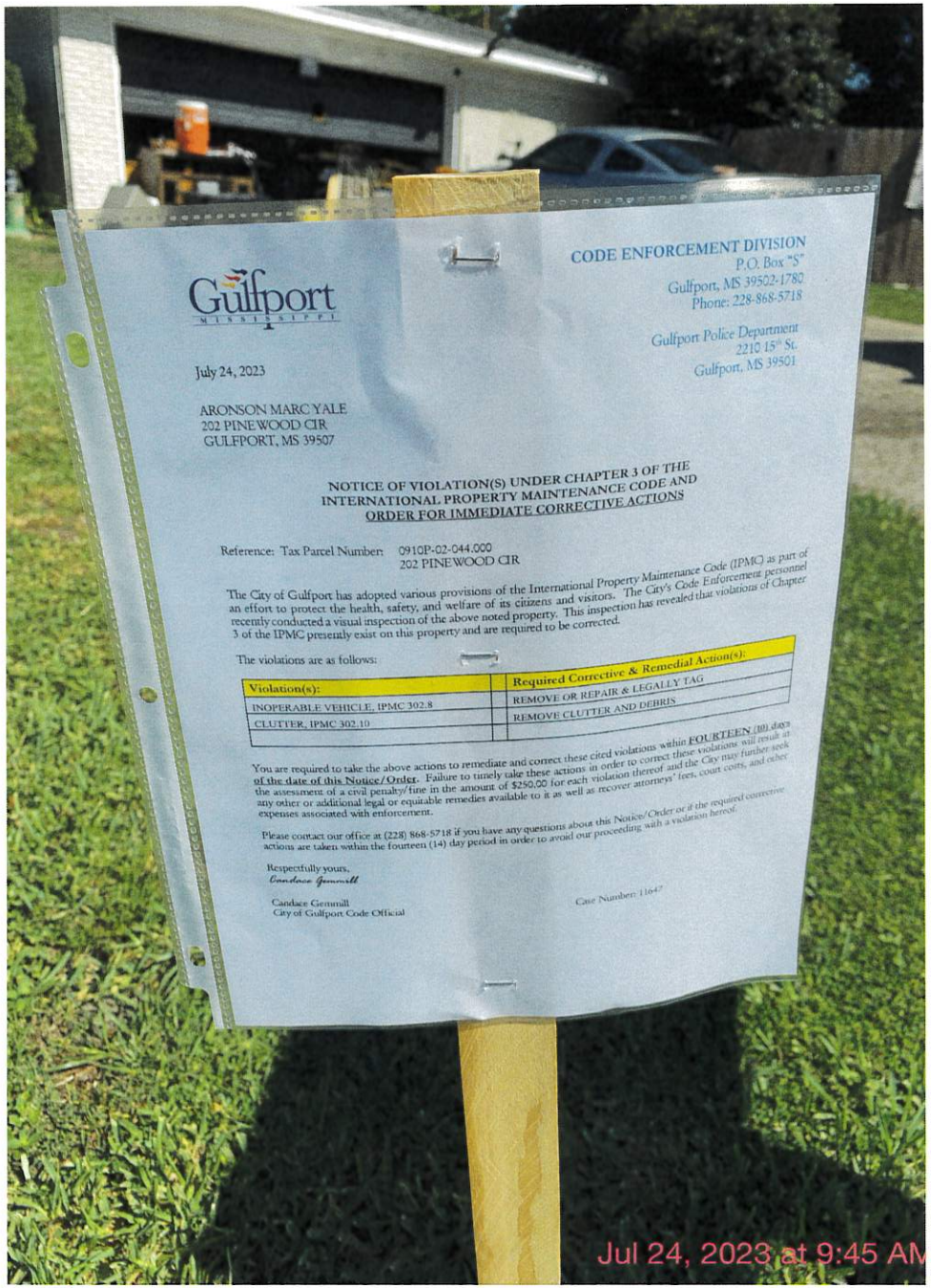
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11647


Jul 24, 2023 at 9:45 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
July 24, 2023
ARONSON MARC YALE
202 PINEWOOD CIR
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: 0910P-02-044.000
202 PINEWOOD CIR
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):
INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG
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 (10) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result at 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,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Case Number: 11647
Jul 24, 2023 at 9:45 AM

Jul 24, 2023 at 9:43 AM

Jul 24, 2023 at 9:43 AM

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 11, 2023

AMENTA MARIO
2601 BULLIS AVENUE
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: 0811A-04-075.000
2601 BULLIS 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
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES

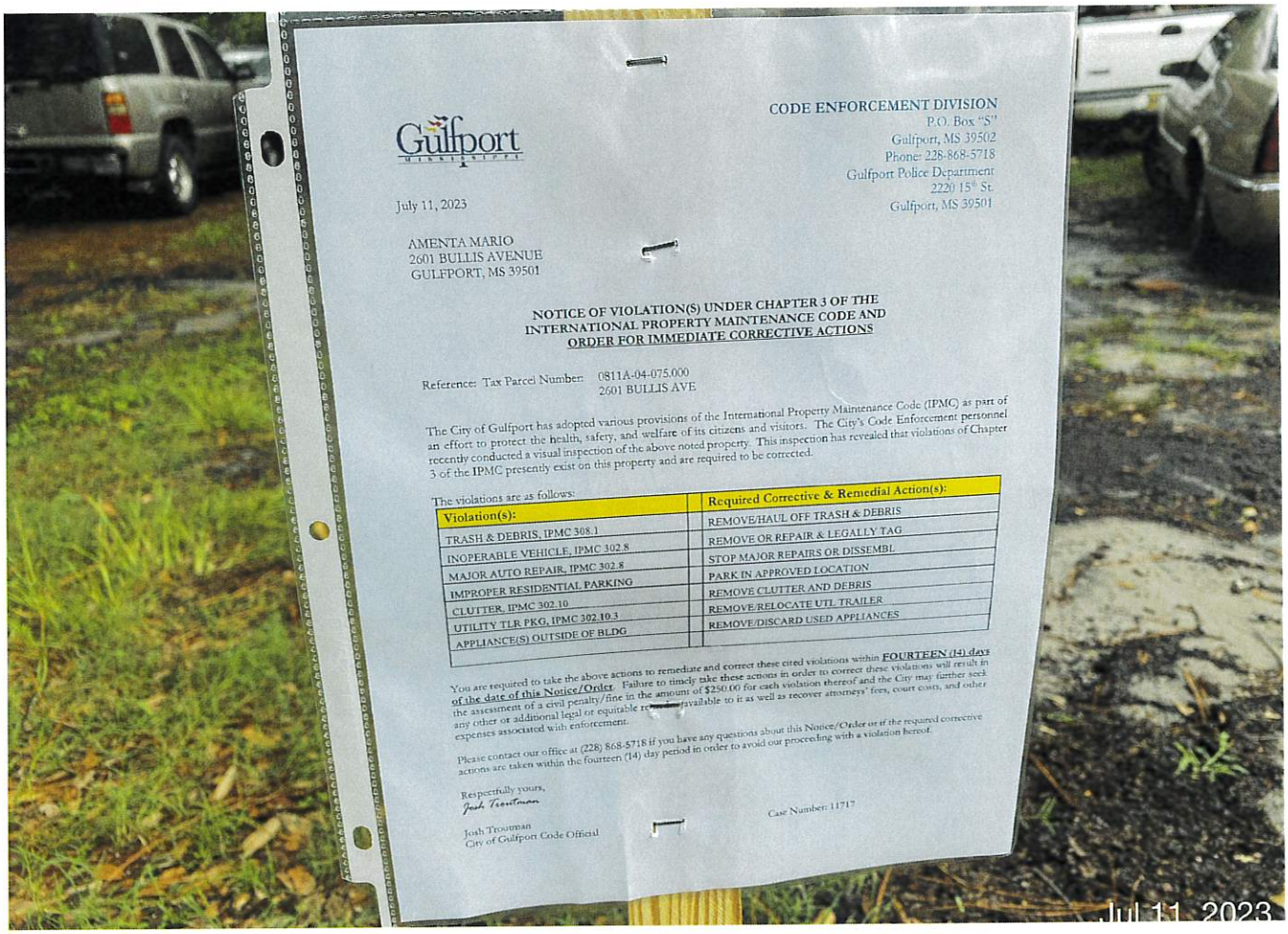
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 11717



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 11, 2023

AMENTA MARIO
2601 BULLIS AVENUE
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: 0811A-04-075.000
2601 BULLIS 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
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
APPLIANCE(S) OUTSIDE OF BLDG	REMOVE/DISCARD USED APPLIANCES

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 remedy 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: 11717

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

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

July 19, 2023

VINCENT JACK
P O BOX 271
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 0811B-05-015.000
1620 PASS 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):
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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11169

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

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

July 19, 2023

VINCENT JACK
1620 PASS RD
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: 0811B-05-015.000
1620 PASS 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):
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
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

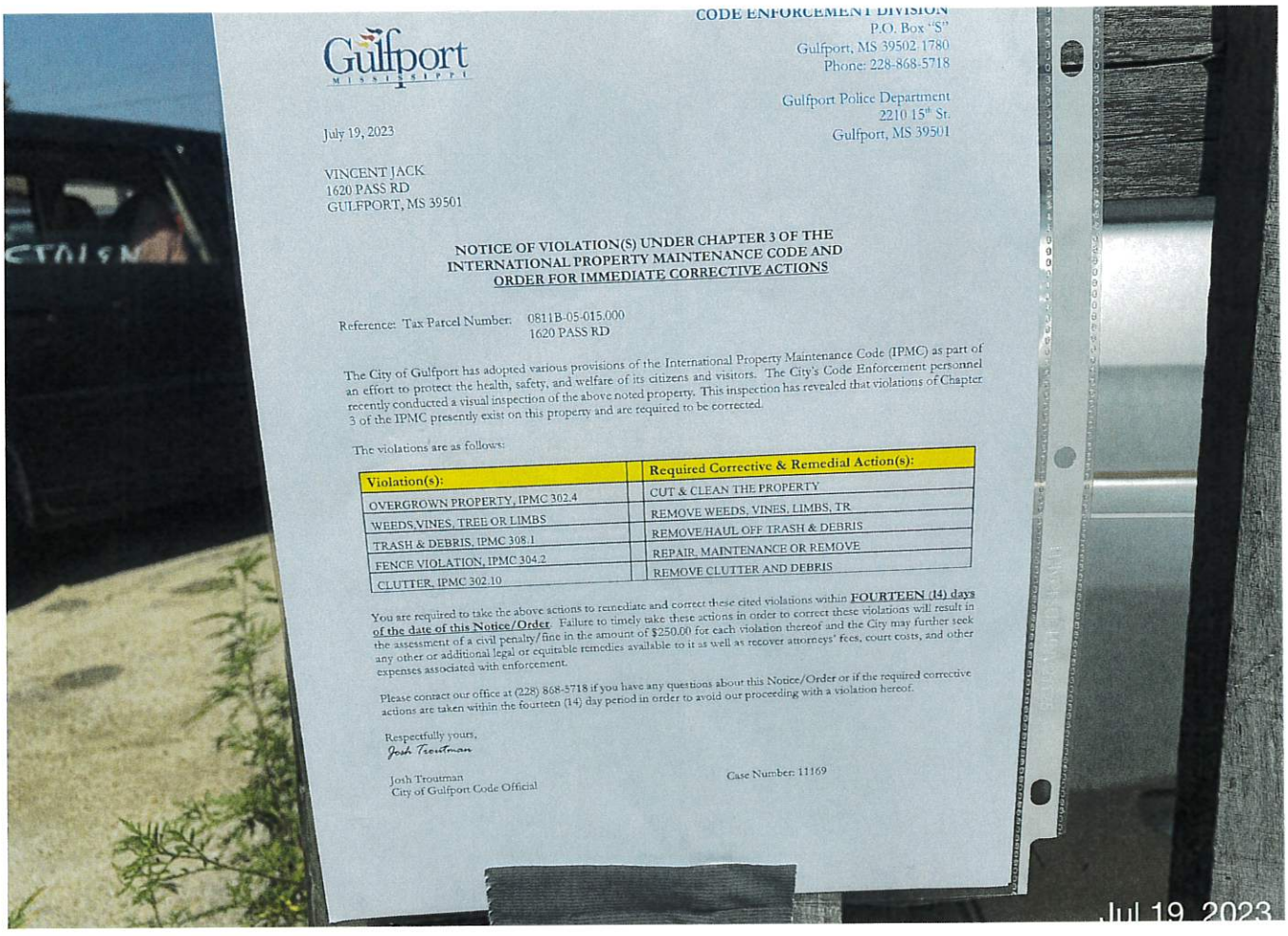
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11169



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

July 19, 2023

VINCENT JACK
1620 PASS RD
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: 0811B-05-015.000
1620 PASS 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):
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
FENCE VIOLATION, IPMC 304.2	REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11169

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

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

July 19, 2023

VINCENT JACK
P O BOX 271
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 0811B-05-015.001
2518 17TH 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):
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
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: 11171

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

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

July 19, 2023

VINCENT JACK
2518 17TH 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: 0811B-05-015.001
2518 17TH 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):
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
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.

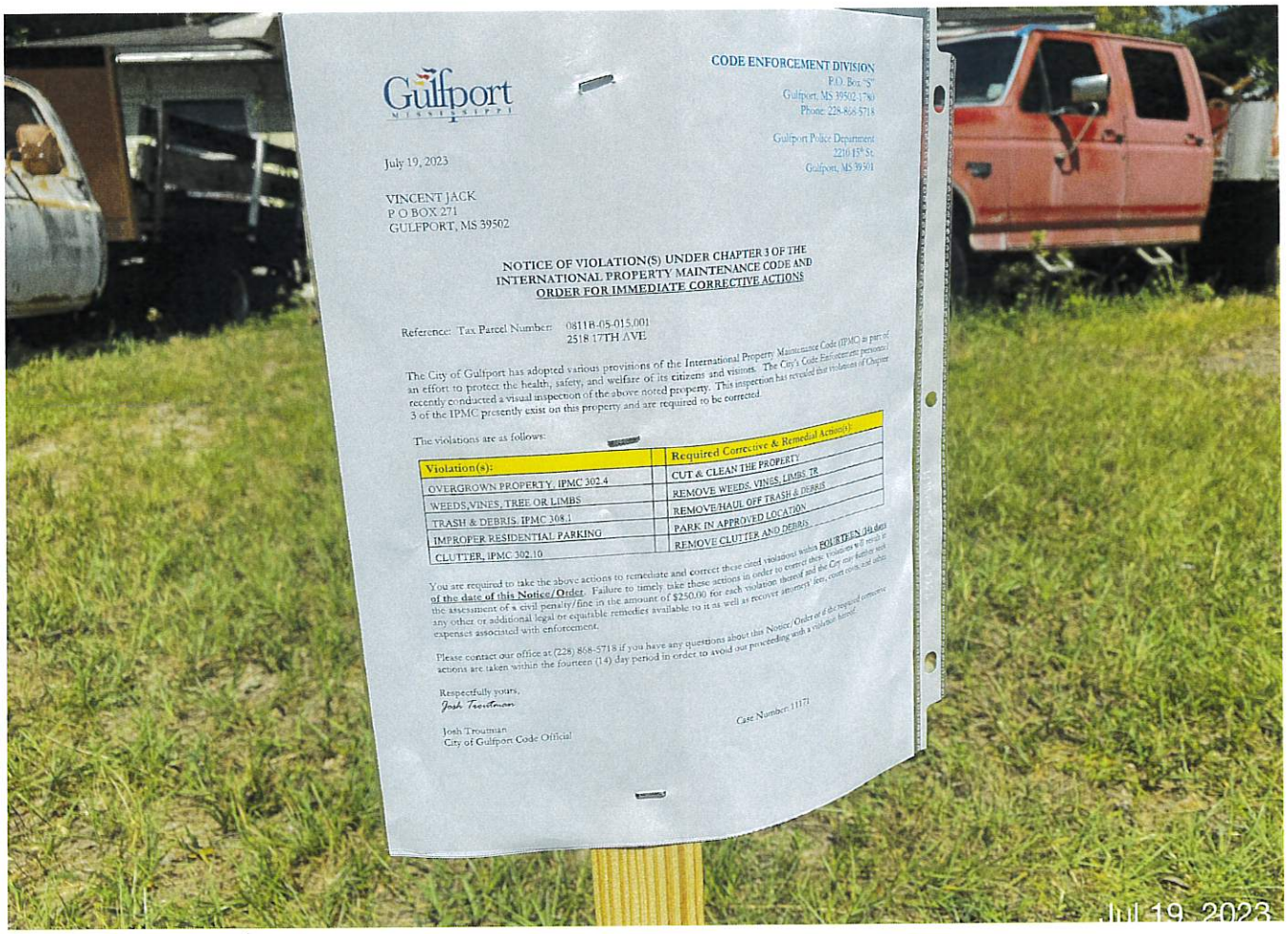
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11171

Jul 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
July 19, 2023
VINCENT JACK
P O BOX 271
GULFPORT, MS 39502
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0811B-05-015.001
2518 17TH 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):
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
REMOVE/HAUL OFF TRASH & DEBRIS
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 hearing.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number: 11171
Jul 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

July 19, 2023

VINCENT J D
1620 PASS RD
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: 0811B-05-016.000
17TH 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):**
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS **(VACANT LOTS CANNOT BE USED FOR STORAGE OF ANY KIND)**

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.

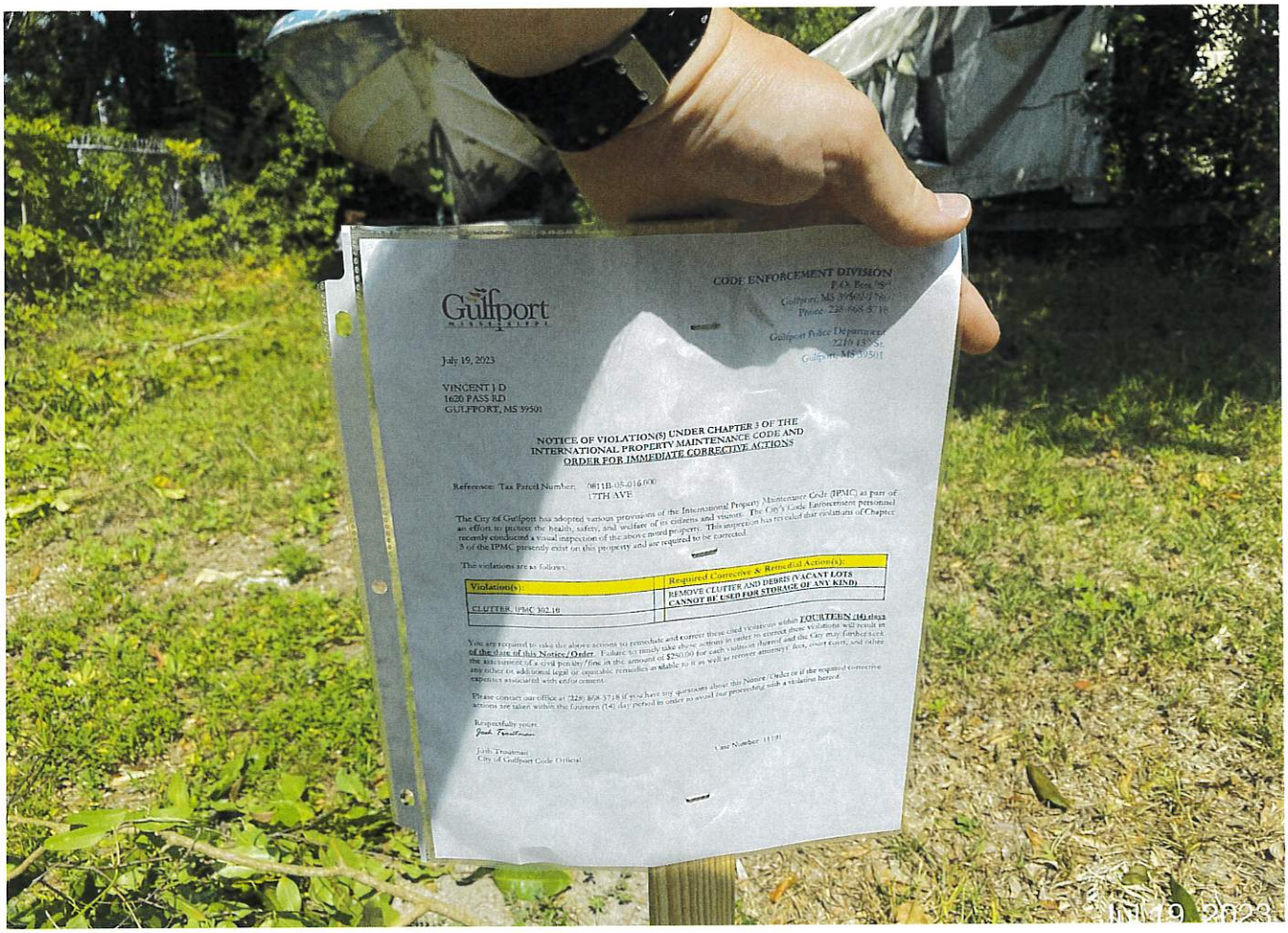
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11191

July 19, 2023


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2219 15th St.
Gulfport, MS 39501
July 19, 2023
VINCENT J D
1620 PASS RD
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: 0611B-08-016.000
17TH 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):
CLUTTER, IPMC 302.10
Required Corrective & Remedial Action(s):
REMOVE CLUTTER AND DEBRIS IN ACANT LOTS CANNOT BE USED FOR STORAGE OF ANY KIND)
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 as allable to it as well as recover attorney's 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: 1119
July 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

July 19, 2023

VINCENT GLORIA N
11243 KATHY COURT
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: 0811B-04-046.001
1613 25TH 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

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: 11192

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

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

July 19, 2023

VINCENT GLORIA N
1613 25TH ST
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: 0811B-04-046.001
1613 25TH 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

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: 11192

AFAB
BAIL
BONDS
228-863-8589
Jul 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
July 19, 2023
VINCENT GLORIA N
1613 25TH ST
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: 0811B-04-046.001
1613 25TH 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
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 11192
Jul 19, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 7, 2023

CUMBERLAND MILFORD E III
2510 19TH 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: 0811B-06-015.000
2510 19TH 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):
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
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

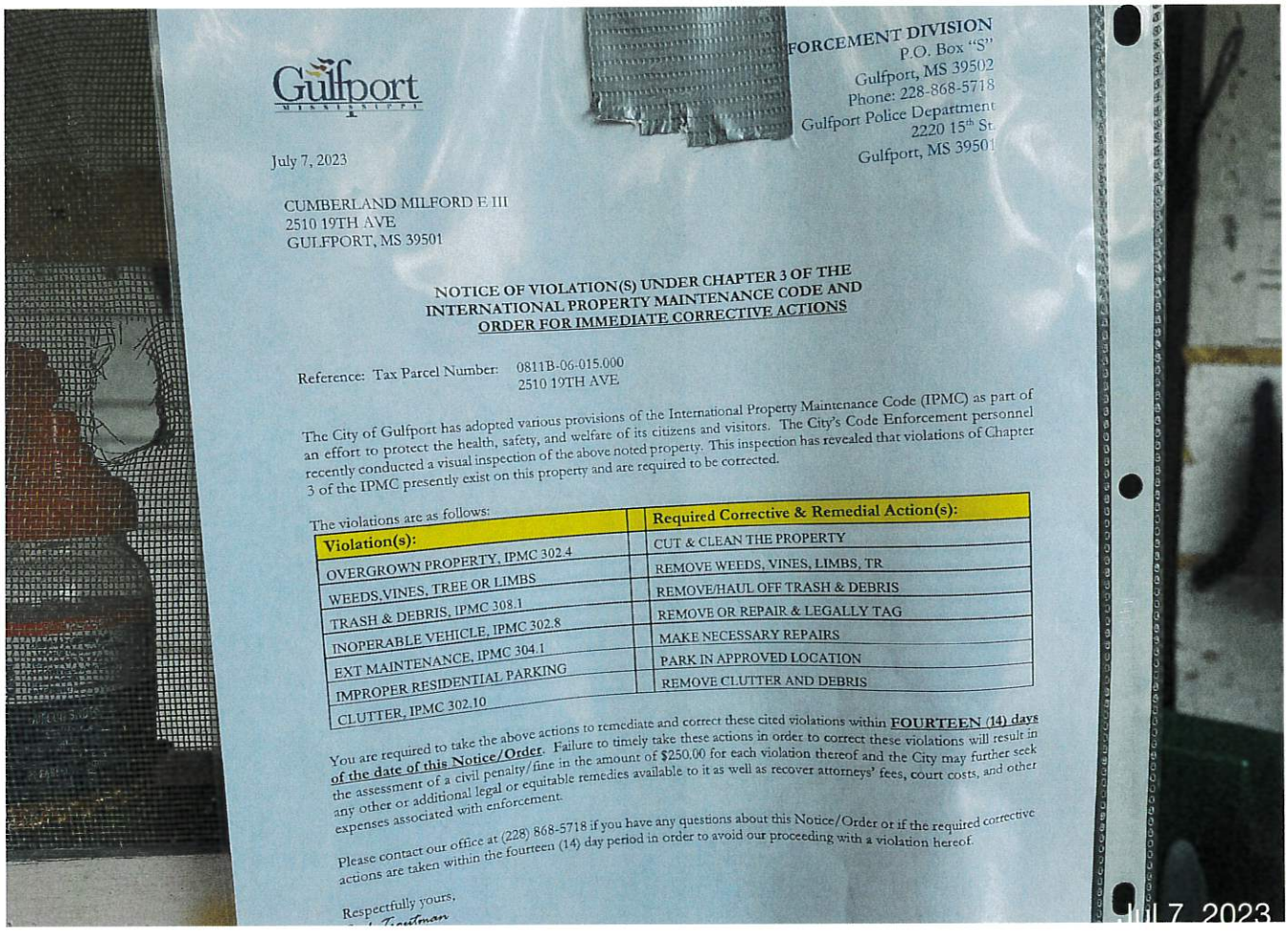
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00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

Josh Troutman
City of Gulfport Code Official

Case Number: 11695



Gulfport
MISSISSIPPI

FORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 7, 2023

CUMBERLAND MILFORD E III
2510 19TH 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: 0811B-06-015.000
2510 19TH 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):
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
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,

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

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

July 12, 2023

MILLER DORIS M & WILLIE
15056 DAWNLAND DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0810F-01-011.001
8210 GEORGIA AVE A

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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
IMPROPER STORAGE, SEC IV (3)		REMOVE POD STORAGE CONTAINER

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: 11724

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

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

July 12, 2023

MILLER DORIS M & WILLIE
8210 GEORGIA AVE
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: 0810F-01-011.001
8210 GEORGIA AVE A

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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
IMPROPER STORAGE, SEC IV (3)		REMOVE POD STORAGE CONTAINER

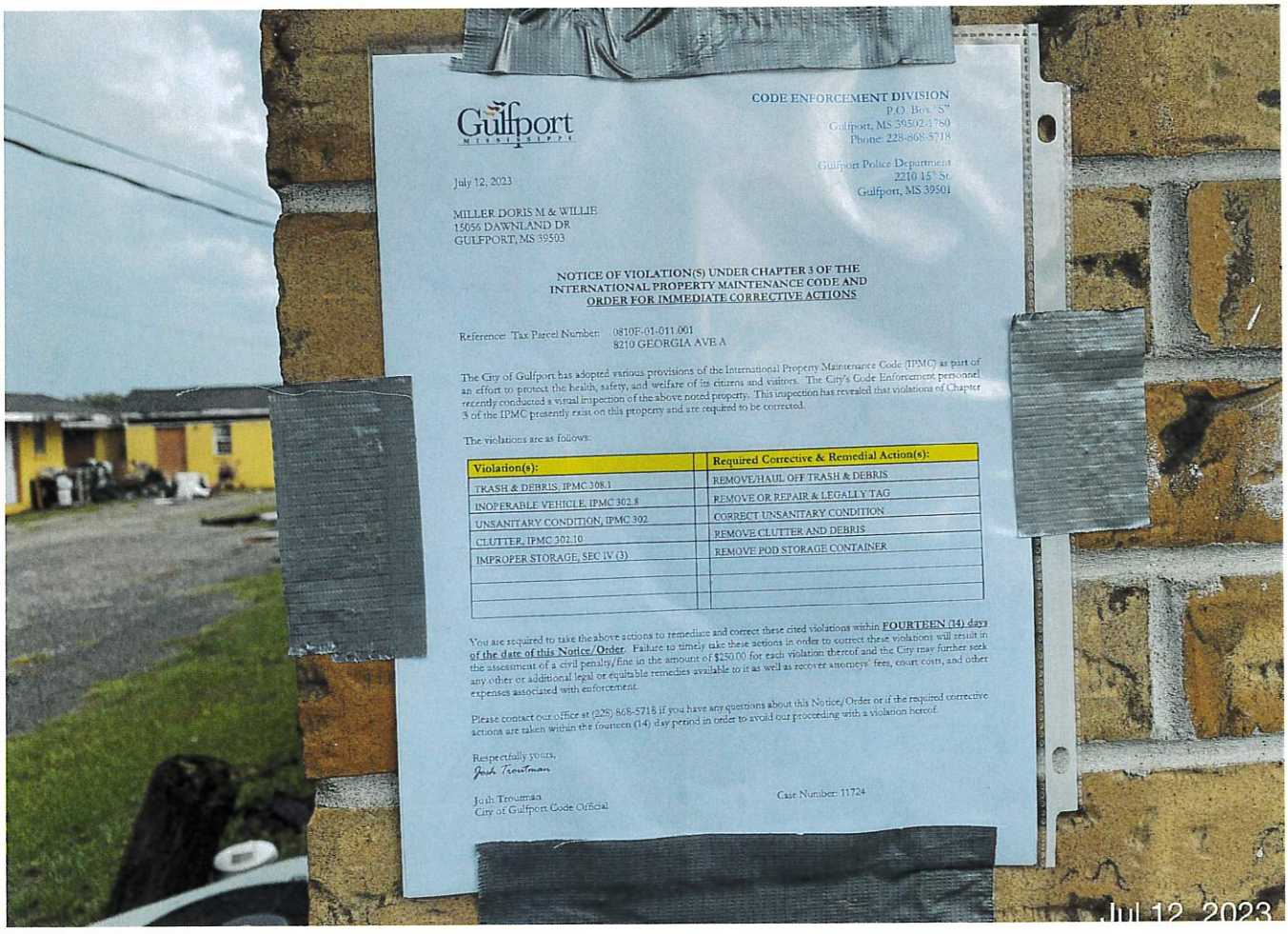
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 11724



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-4780
Phone: 228-868-5718

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

July 12, 2023

MILLER DORIS M & WILLIE
15056 DAWNLAND DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0810F-01-011.001
8210 GEORGIA AVE A

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
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
IMPROPER STORAGE, SEC IV (3)	REMOVE POD STORAGE CONTAINER

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 Trouman

Josh Trouman
City of Gulfport Code Official

Case Number: 11724

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 18, 2023

DAY SANDRA D -ESTATE-
13593 WIND ROSE CIR
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: 0810E-05-061.000
4415 KENTUCKY 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):
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
MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE
IMPROPER VEHICLE STORAGE		LEGALLY TAG OR STORE IN BLDG

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,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11770

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 18, 2023

DAY SANDRA D -ESTATE-
4415 KENTUCKY 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: 0810E-05-061.000
4415 KENTUCKY 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):
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
MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE
IMPROPER VEHICLE STORAGE		LEGALLY TAG OR STORE IN BLDG

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,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11770

Jul 18, 2023 at 10:23 AM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "5"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501
July 18, 2023
DAY SANDRA D -ESTATE-
13593 WIND ROSE CIR
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: 0810E-05-061.000
4415 KENTUCKY 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):
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 | REMOVE/HAUL OFF REPAIRS
MAJOR AUTO REPAIR, IPMC 302.8 | MAKE NECESSARY REPAIRS OR DISSEMBL
IMPROPER RESIDENTIAL PARKING | STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10 | PARK IN APPROVED LOCATION
INDOOR FURNITURE OUTSIDE | REMOVE CLUTTER AND DEBRIS
IMPROPER VEHICLE STORAGE | REMOVE OR RELOCATE FURNITURE
LEGALLY TAG OR STORE IN BLDG
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,
Tyler Wales
City of Gulfport Code Official
Case Number: 16770
Jul 18, 2023 at 3:15 PM

Jul 18, 2023 at 3:15 PM

Jul 18, 2023 at 3:15 PM

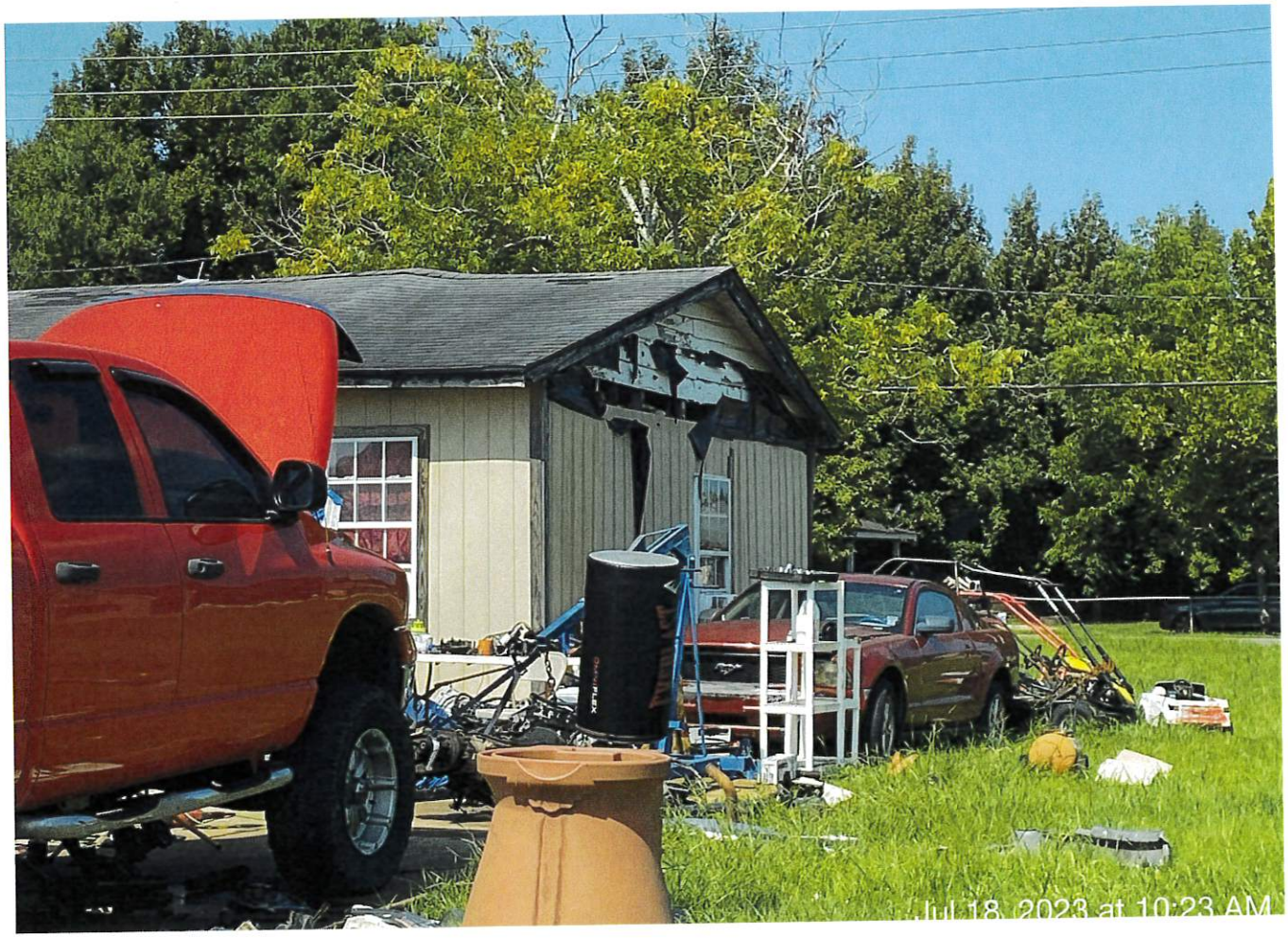
Jul 18, 2023 at 3:15 PM

Jul 18, 2023 at 10:23 AM

Jul 18, 2023 at 10:23 AM

Jul 18, 2023 at 10:23 AM

Jul 18, 2023 at 10:23 AM


Jul 18, 2023 at 10:23 AM

Jul 18, 2023 at 10:23 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

July 12, 2023

VAN TAN BUI & TIEN NGUYEN
312 BETTY LOU AVE
HOOD RIVER, OR 97031

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

Reference: Tax Parcel Number: 1010G-01-035.000
931 BROWN 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11387

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

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

July 12, 2023

VAN TAN BUI & TIEN NGUYEN
931 BROWN ST
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: 1010G-01-035.000
931 BROWN 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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.

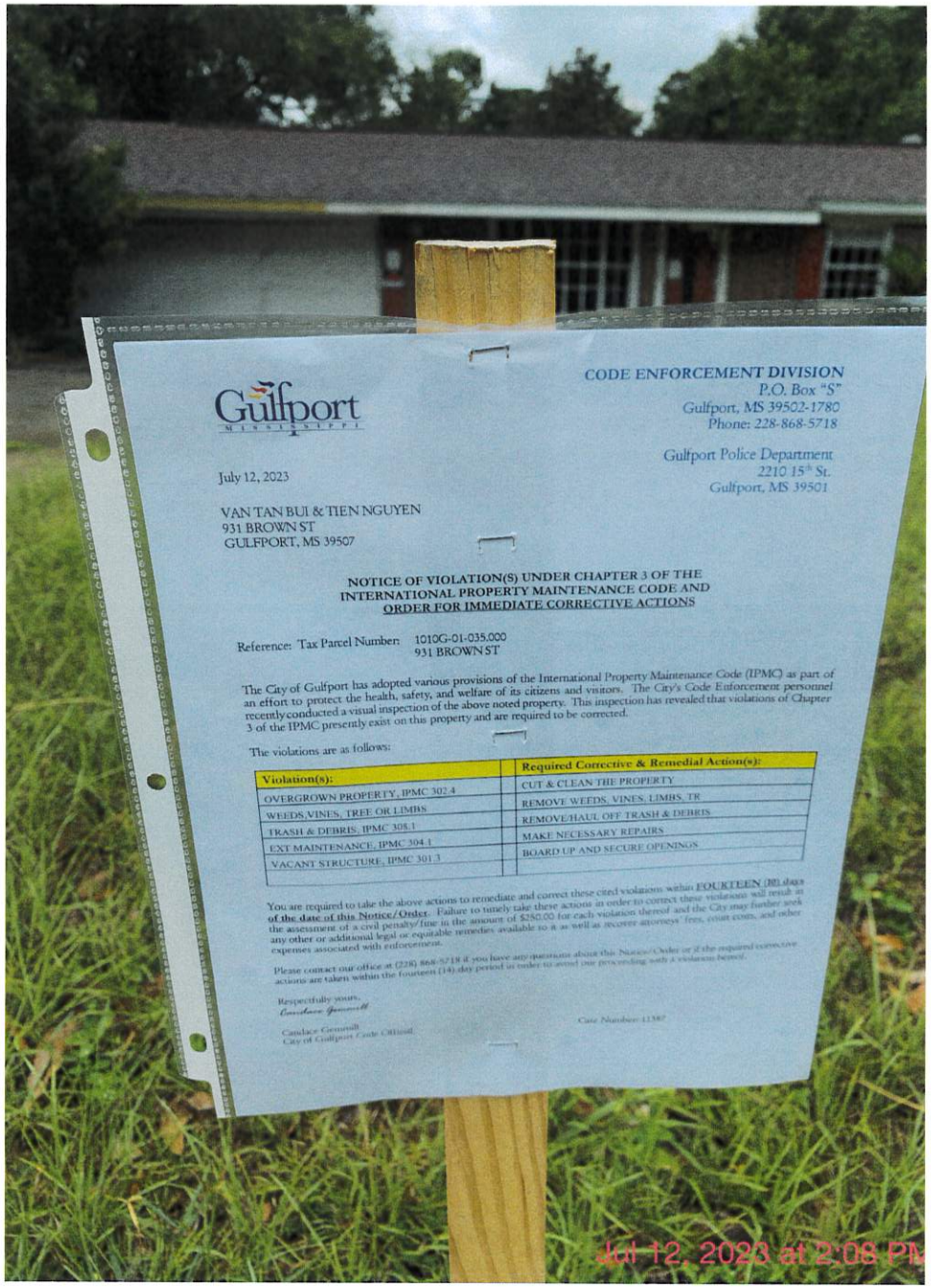
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11387

Jul 12, 2023 at 2:08 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
July 12, 2023
VAN TAN BUI & TIEN NGUYEN
931 BROWN ST
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: 1010G-01-035.000
931 BROWN 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
EXT MAINTENANCE, IPMC 304.1
MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3
BOARD UP AND SECURE OPENINGS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (30) 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 violations hearing.
Respectfully yours,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Case Number: 11387
Jul 12, 2023 at 2:08 PM

Jul 12, 2023 at 10:03 AM

Jul 12, 2023 at 10:02 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

July 11, 2023

HINDS TRENTON
37345 OAK AVE
SLIDELL, LA 39507

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

Reference: Tax Parcel Number: 0911B-01-030.000
427 OAK GROVE 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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

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: 11398

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

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

July 11, 2023

HINDS TRENTON
427 OAK GROVE AVE
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: 0911B-01-030.000
427 OAK GROVE 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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

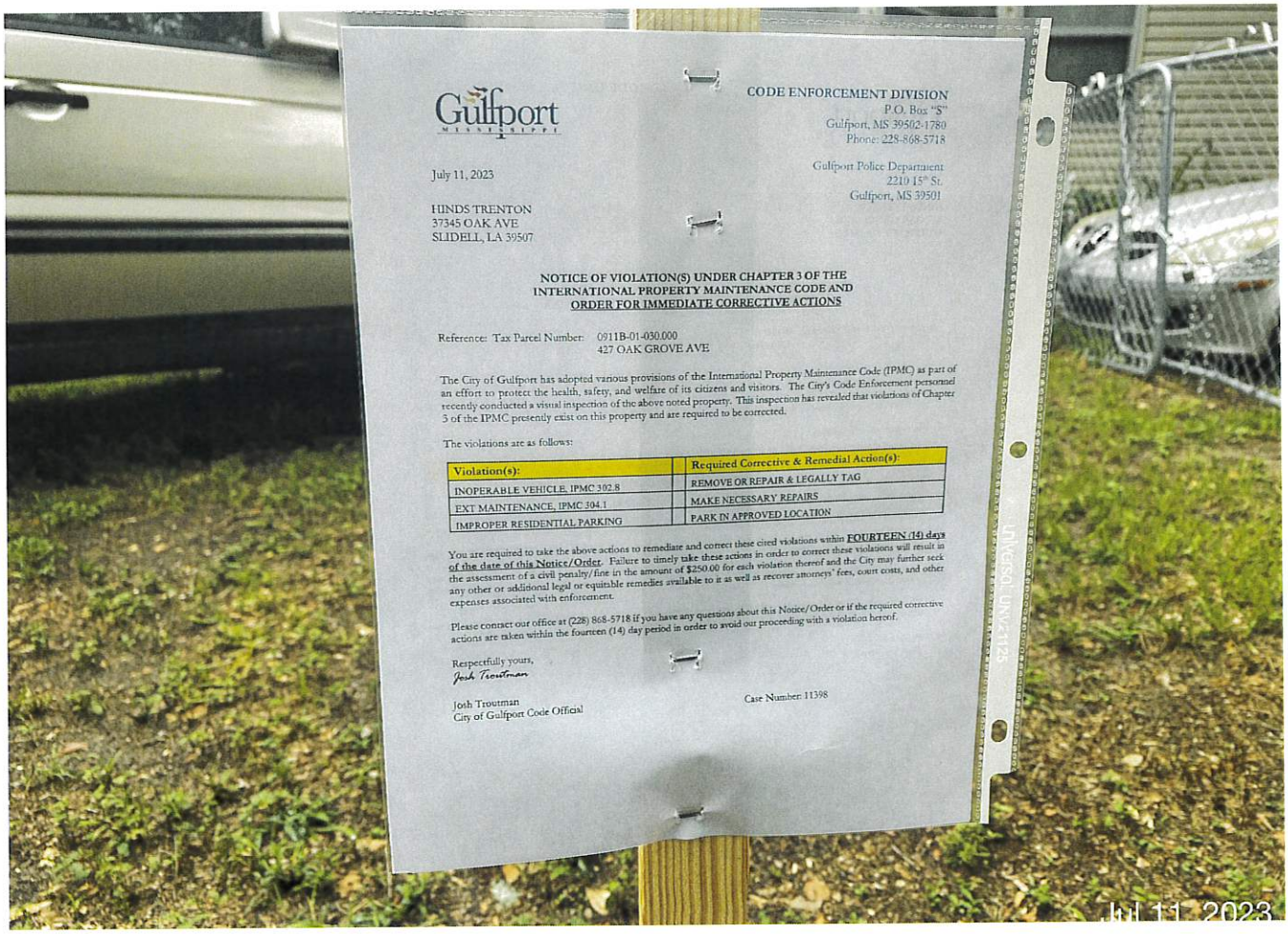
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 11398



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

July 11, 2023

HINDS TRENTON
37345 OAK AVE
SLIDELL, LA 39507

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

Reference: Tax Parcel Number: 0911B-01-030.000
427 OAK GROVE 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):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION

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: 11398

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

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

July 19, 2023

HAYDEL PROPERTIES LP
P O BOX 1891
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 1010F-02-007.000
1720 EAST PASS 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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11533

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

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

July 19, 2023

HAYDEL PROPERTIES LP
1720 EAST PASS RD
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: 1010F-02-007.000
1720 EAST PASS 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):
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

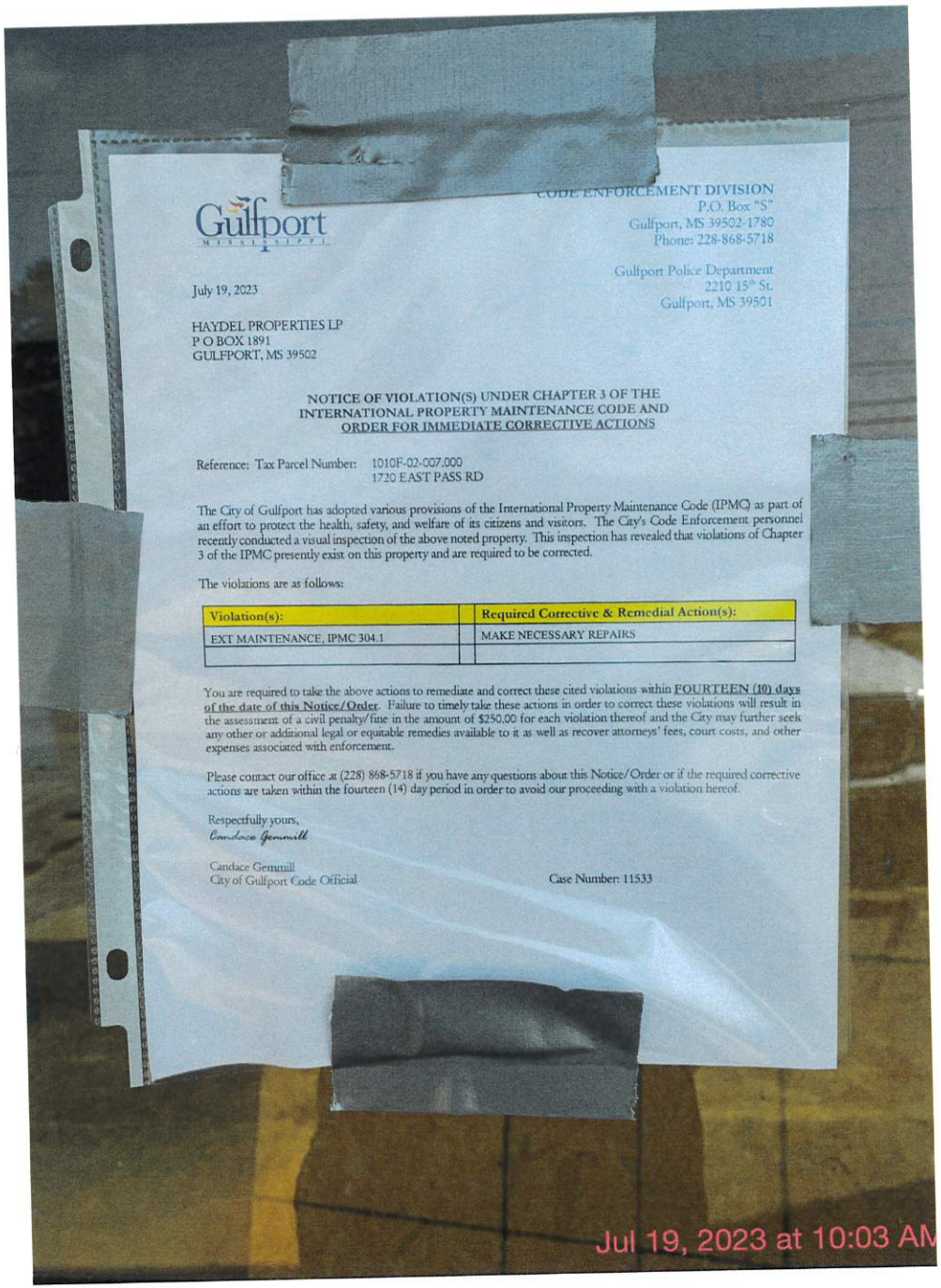
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11533



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

July 19, 2023

HAYDEL PROPERTIES LP
P O BOX 1891
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 1010F-02-007.000
1720 EAST PASS 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):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11533

DRYCLEANING
Jul 19, 2023 at 10:03 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

July 19, 2023

BROADUS JONATHAN
2238 E PASS RD
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: 1010H-01-044.000
2238 EAST PASS 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):
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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11563

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

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

July 19, 2023

BROADUS JONATHAN
P O BOX 434
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 1010H-01-044.000
2238 EAST PASS 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):
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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION

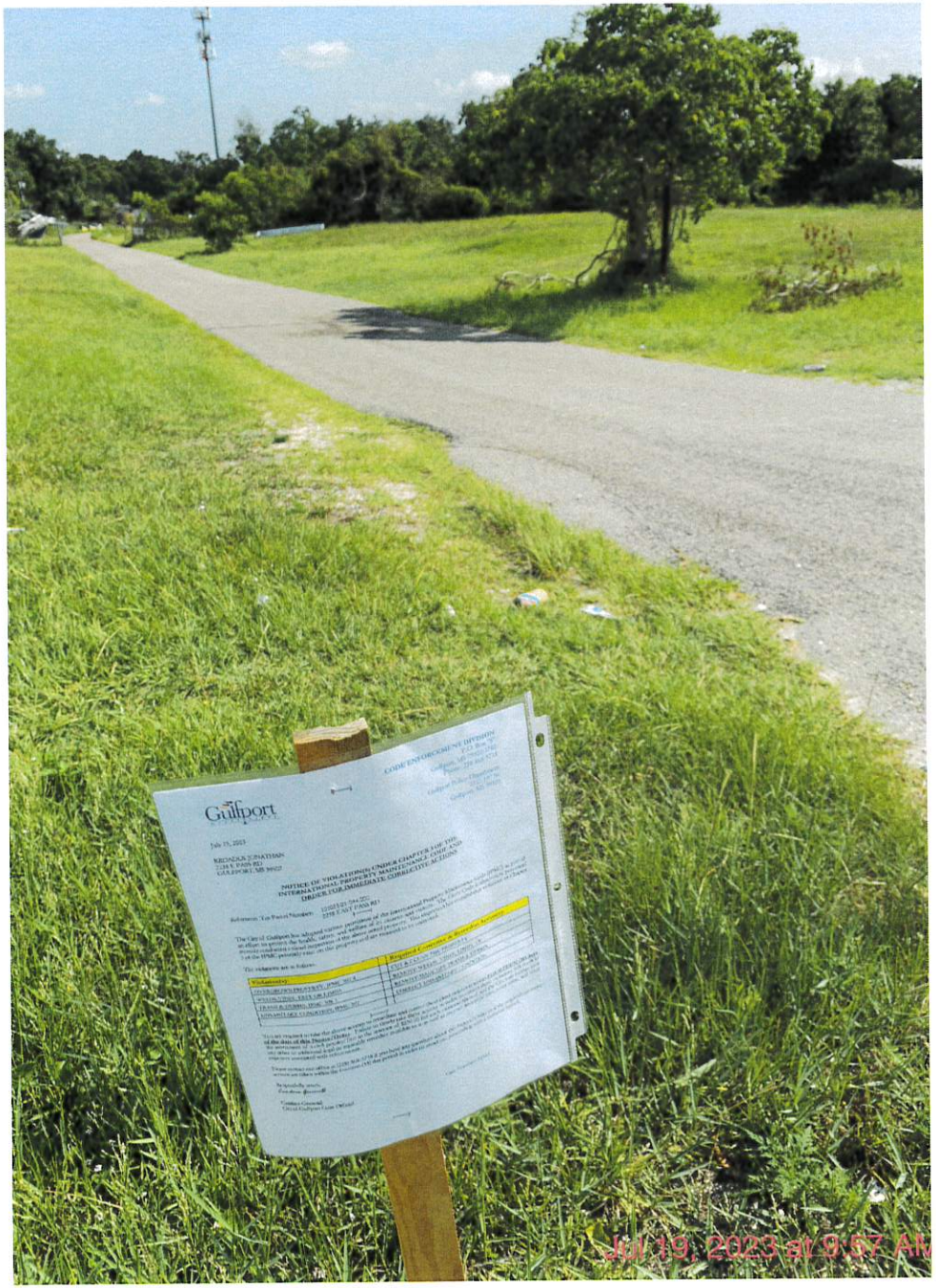
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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.

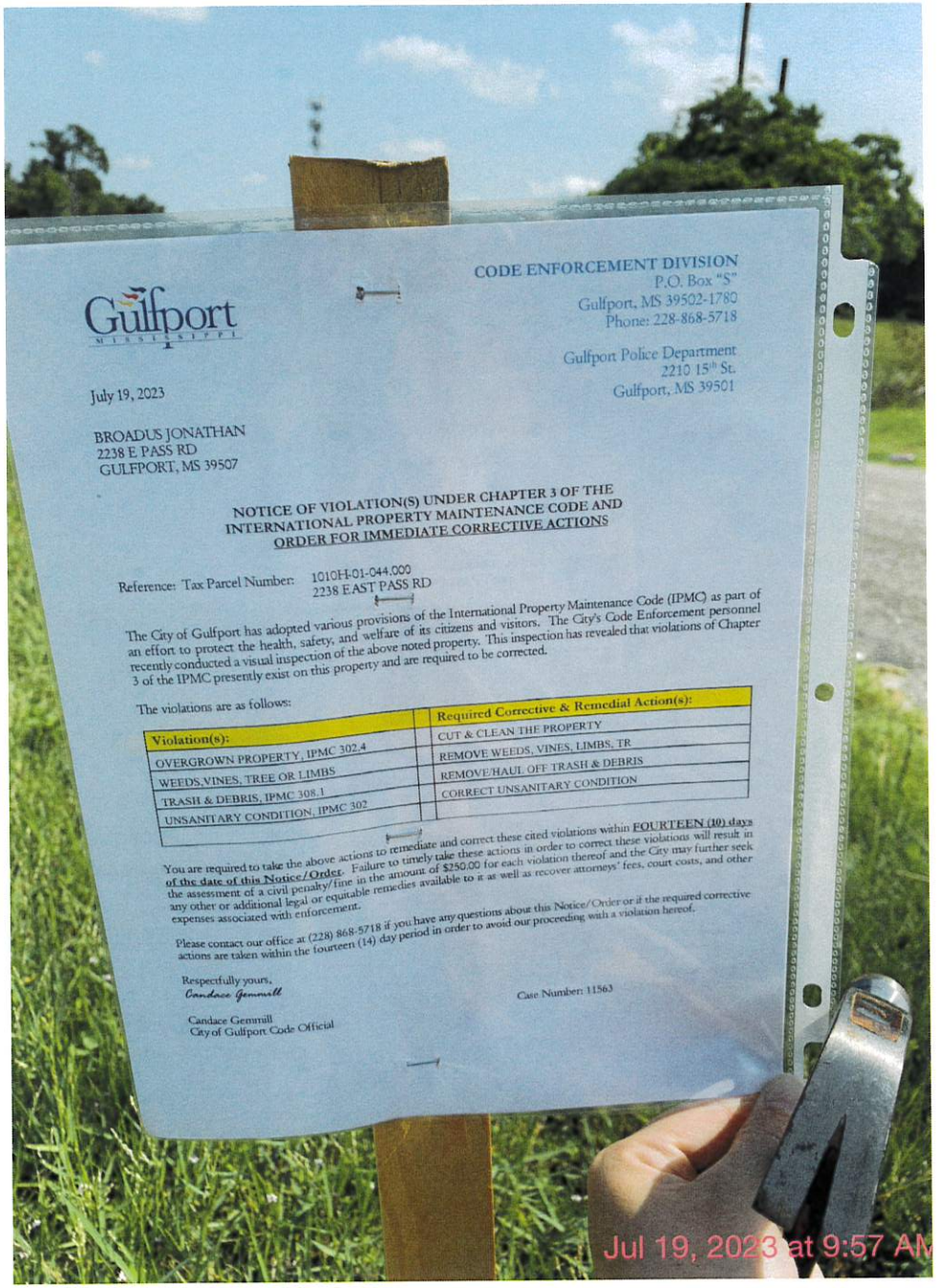
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11563


Jul 19, 2023 at 9:57 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
July 19, 2023
BROADUS JONATHAN
2238 E PASS RD
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: 1010H-01-044.000
2238 EAST PASS 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):
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
UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (10) 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,
Candace Gemmill
Case Number: 11563
Candace Gemmill
City of Gulfport Code Official
Jul 19, 2023 at 9:57 AM

Jul 19, 2023 at 9:55 AM

Jul 19, 2023 at 9:55 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

July 3, 2023

RIVER RIDGE TOWNHOMES LLC
11600 LORRAINE RD
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-03-001.000
11600 LORRAINE RD F-1

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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) 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.

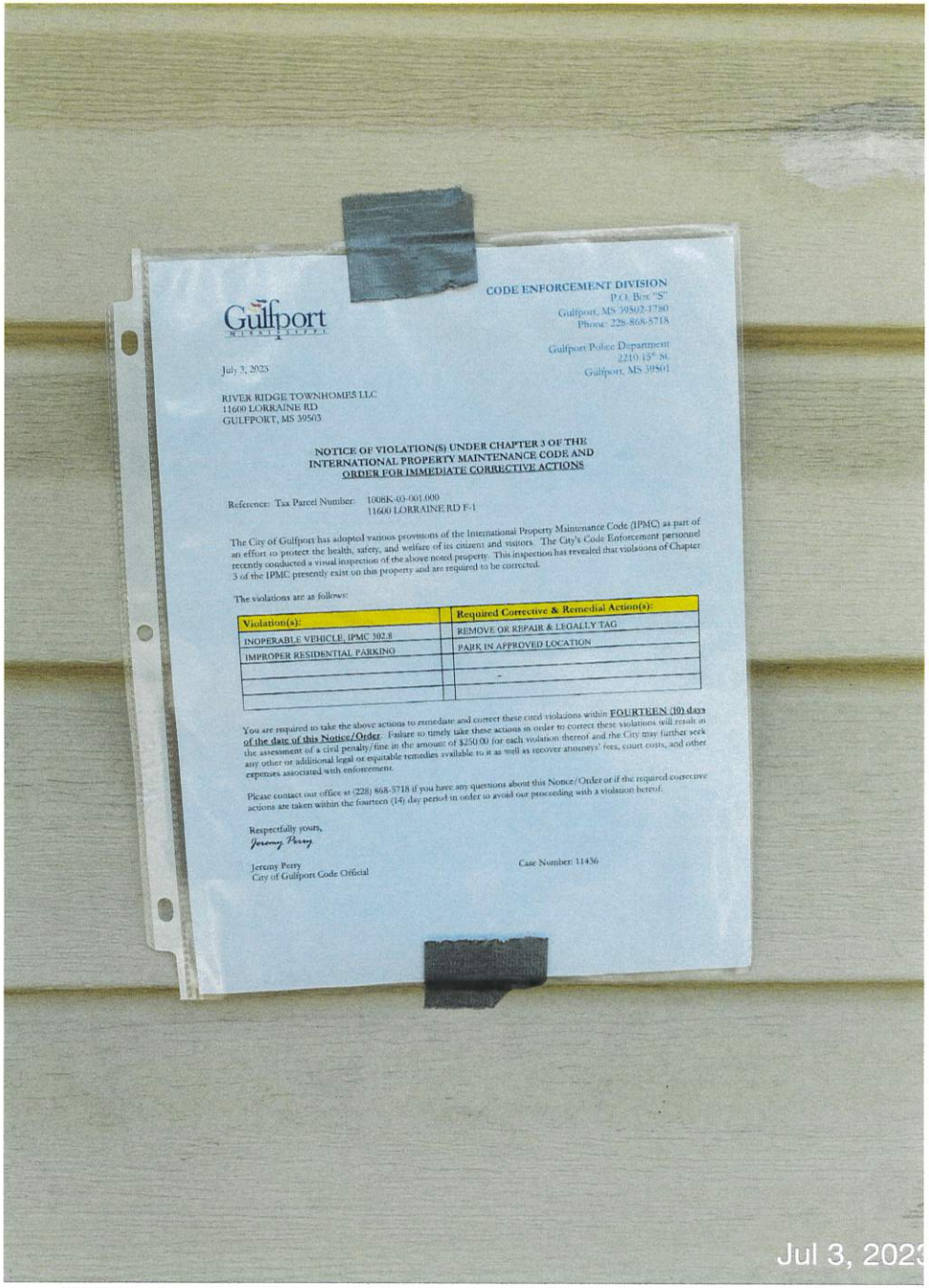
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11436

OPEN
LEASING OFFICE
Jul 3, 2023


Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 3, 2023
RIVER RIDGE TOWNHOMES LLC
11600 LORRAINE RD
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-03-001.000
11600 LORRAINE RD F-1
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):
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (10) 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: 11436
Jul 3, 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

July 21, 2023

A+ ABLE ADMINISTRATION INC
3116 12TH ST
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: 1007M-01-042.001
13148 SHELDON 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
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: 11573

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

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

July 21, 2023

A+ ABLE ADMINISTRATION INC
13148 SHELDON 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: 1007M-01-042.001
13148 SHELDON 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
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3		BOARD UP AND SECURE OPENINGS
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: 11573

Gulfport
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTION(S)
Violation(s)
Required Corrective & Remedial Action(s)
Jul 21, 202

Jul 21, 202

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

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

July 21, 2023

HOWARD MARY ANN -ESTATE-
13192 SHELDON 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: 1007M-01-044.000
13192 SHELDON 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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VEHICLE ON VACANT LOT		REMOVE VEHICLE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
IMPROPER STORAGE ON VACANT LOT		REMOVE OBJECTS

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: 11574

Gulfport
NOTICE OF VIOLATION(S) UNDER CHAPTER 1 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Jul 21, 2023

Jul 21, 2023

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 13, 2023

SO PONNARITH
77 MOUNT VERNON ST
LOWELL, MA 01854

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

Reference: Tax Parcel Number: 0907M-02-011.000
13452 O'NEAL 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):
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
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
BOAT PARKING SEC. IV (3)(b)		REMOVE/RELOCATE BOAT
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE
UNPERMITTED STRUCTURE SEC VIII		OBTAIN PERMIT OR REMOVE

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: 11734

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 13, 2023

SO PONNARITH
13452 O'NEAL RD
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: 0907M-02-011.000
13452 O'NEAL 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):
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
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
BOAT PARKING SEC. IV (3)(b)		REMOVE/RELOCATE BOAT
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE
UNPERMITTED STRUCTURE SEC VIII		OBTAIN PERMIT OR REMOVE

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: 11734

Gulfport
Jul 13, 2023

Jul 13, 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

July 13, 2023

MEYER JANA ET AL
P O BOX 6255
MIRAMAR BEACH, FL 32550

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

Reference: Tax Parcel Number: 0908A-02-001.006
12803 JOHN ROSS 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):
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
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,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11735

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

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

July 13, 2023

MEYER JANA ET AL
12803 JOHN ROSS RD
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: 0908A-02-001.006
12803 JOHN ROSS 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):
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
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,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11735

Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF VIOLATION(S) UNDER CHAPTER 1 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Violation(s):
Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC302.4
CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, ETC.
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & INSTALL TAG
IMPROPER RESIDENTIAL PARKING
PARK ON APPROVED LOCATION
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
FOURTEEN (14) days
Jul 13, 2023

Jul 13, 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

July 14, 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
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER

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.

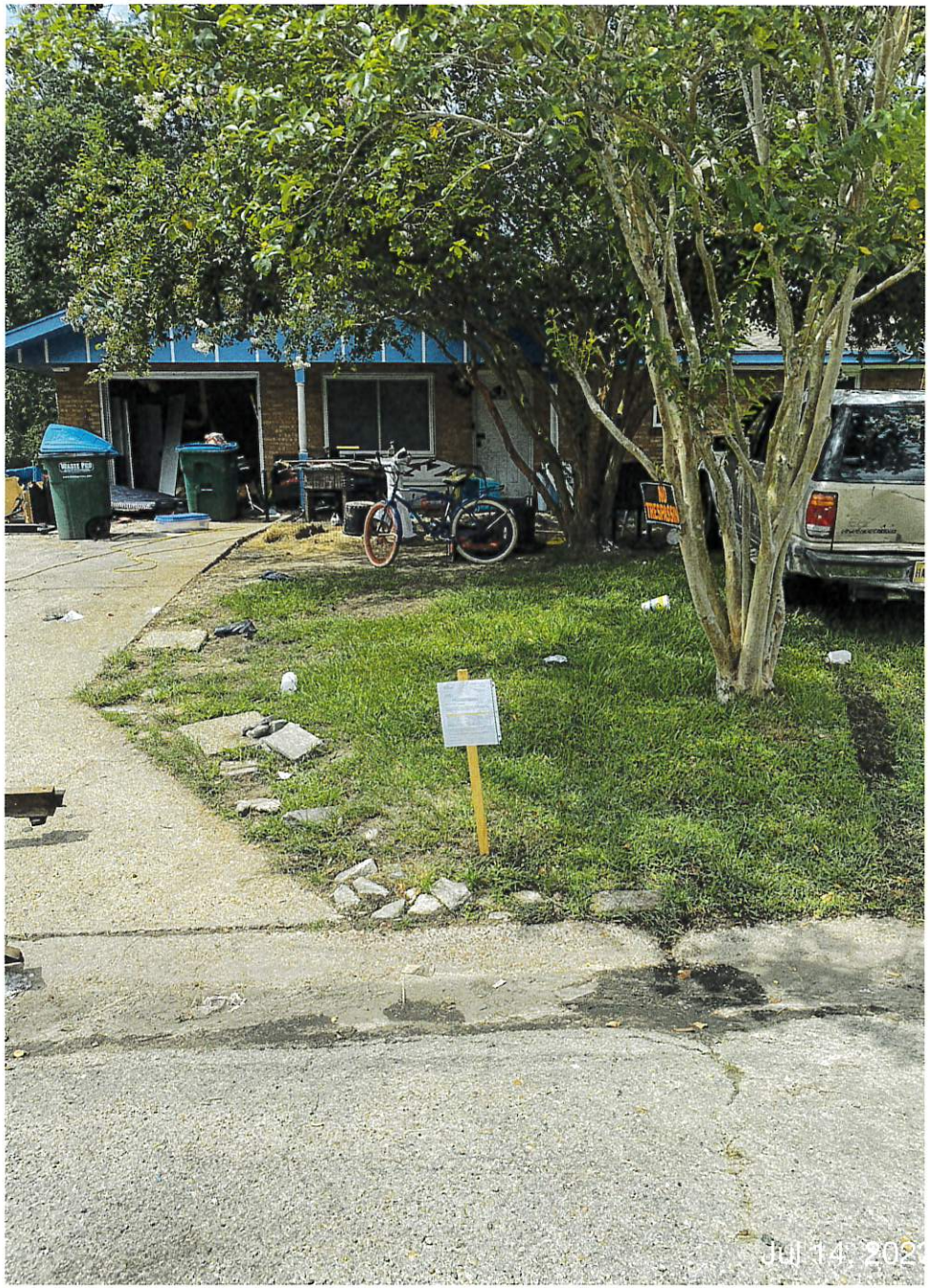
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 11748

Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box 707
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
July 14, 2023
FORE HAND 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: 0906O-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, ETC
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
UTILITY TRLR PKG, IPMC 302.10.3
REMOVE/RELOCATE UTL TRAILER
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 the Notice/Order or the required corrective actions to be taken within the fourteen (14) day period as noted and our proceeding with a violation hereof.
Respectfully yours,
Terrie Johnson
City of Gulfport Code Official
Case Number: 13716
Jul 14, 202


Jul 14, 202

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502
Phone: 228-868-5718
Gulfport Police Department
2220 15th St.
Gulfport, MS 39501

July 14, 2023

BARNETT NATASCHA
87 ROYAL PINE DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908L-01-073.000
87 ROYAL PINE DR

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
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
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES
UNSAFE EXT STRUCTURE 304.1.1		BRING UP TO CODE

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.

Jul 14, 202
Gulfport
SILVERADO
HS 2450

Jul 14, 202

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

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

July 21, 2023

HOWARD MARY A R -ESTATE-
13192 SHELDON RD
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: 1007M-01-045.000
SHELDON 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):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE

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

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

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11769

Gulfport
Jul 21, 202

Jul 21, 202

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

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

July 12, 2023

HUTCHINSON MATHEW
15527 ORANGE GROVE RD
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: 0808L-03-008.000
15527 ORANGE GROVE 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):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 11729

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

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

July 12, 2023

HUTCHINSON MATHEW
18353 SKY LANE
SAUCIER, MS 39574

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

Reference: Tax Parcel Number: 0808L-03-008.000
15527 ORANGE GROVE 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):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 11729

Gulfport
CODE ENFORCEMENT DIVISION
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):
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS, GRASS, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, ET
TRASH & DEBRIS, IPMC 308.1
REMOVE TRASH, DEBRIS & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & QUALIFY TAG
FENCE VIOLATION, IPMC 304.2
REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 308.1
REMOVE CLUTTER AND DEBRIS
Jul 13, 2023 at 08:40

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

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

July 12, 2023

COWART FLOYD -EST-
11396 RAILROAD 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: 0808L-03-009.000
11396 RAILROAD 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):**
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Travis Johnson

Travis Johnson
City of Gulfport Code Official

Case Number: 11730

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
July 12, 2023
COWART FLOYD -EST-
11396 RAILROAD 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: 0808L-03-009.000
11396 RAILROAD 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):
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 304.3
REPAIR, MAINTENANCE OR REMOVE
CLUTTER, IPMC 302.10
REMOVE CLUTTER AND DEBRIS
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid the proceeding with a violation hereof.
Respectfully yours,
Travis Johnson
City of Gulfport Code Official
Case Number: 11730
Jul 13, 2023 at 08:42

MEMORANDUM – CITY OF GULFPORT

Date: **JULY 25, 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 8th Day Of August, 2023, To The City Council:**

WARD 1

Parcel 1: 0711I-01-092.000. Lot 3 Blk 17 Hungerford Add. 1235 37th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Trump Peter F

Parcel 2: 0710N-03-051.000. Lots 14-16 Inc Blk 8 Kenelsworth Park. 2900 56th Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Remove Clutter And Debris. Clayton Clark

Parcel 3: 0711K-01-056.000. Lot 22 Owen Homes Subd.. 1440 Genevieve Dr. Bring Bldg Up To Code Or Demo. Farmer's Leasing Llc

WARD 2

Parcel 4: 0811L-04-082.000. East 50 Ft Of Lots 8 To 11 Inc Blk 196 Original Gulfport. 1205 33rd Ave A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Triune Capital MS LLC

Parcel 5: 1010J-01-071.000. Lot 10 & E 1 Ft Of Lot 9 Blk 39 College Park. 2419 Palmer Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. McMichael James G -EST-

Parcel 6: 0811K-04-030.000. Lots 13 & 14 Blk 178 Original Gulgport. 26th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove. GRD Properties LLC

Parcel 7: 0711I-03-023.000. Lots 25 & 26 Less E 50 Ft Blk 21 West Side Add. 924 39th Ave. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Repair/Replace Broken Window. Luu Toan Bao & Evan

Parcel 8: 0811L-04-006.000. Lots 20 To 23 Blk 173 Original Gulfport. 3019 15th St. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Lock Kevin H

Parcel 9: 1010N-01-011.000. Lot 14 Blk 2 Cowan Road Homes Annex Subd Unit # 2. 2200 North St. Remove/Haul Off Trash & Debris, Secure Pool, Remove Clutter And Debris, Remove Clutter And Debris. Casper Steven

WARD 3

Parcel 10: 0811G-05-040.000. Lots 17 To 19 Blk 5 Mcalpin Add. 2010 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Sanders Doyle Dean

Parcel 11: 0810N-01-022.000. Lots 33 & 34 Blk 27 Standard Land Add #2. 2228 31st St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Winchell Randy D

Parcel 12: 0810N-04-001.000. Lots 1 & 2 Blk 7 Standard Land. 2301 31st St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Blue Diamond Energy Inc

Parcel 13: 0810C-01-011.000. Lots 23 & 24 Blk 105 North Gulfportsecs. 27/28-7-11. Georgia Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Armstrong Willie L -Estate-

Parcel 14: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Park In Approved Location, Remove Clutter And Debris. Cumberland Milford E Iii

Parcel 15: 0810C-01-010.000. Lot 22 Blk 105 North Gulfport Sec. 27/28-7-11. 8404 Georgia Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Armstrong Willie L -Estate-

WARD 4

Parcel 16: 1010G-01-035.000. Lot 20 Blk 4 Fernwood Heights Sec 29-7-10. 931 Brown St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off

Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. Muir Kharima & Rayval

Parcel 17: 1010E-02-010.000. N 100 Ft Of W1/2 Of Square 2 Of Monet Survey Sec 30-7-10. 1225 West Pine St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. William Pettey H Jr

Parcel 18: 0910I-01-051.000. Beg At Inter W R/W Teagarden Rd & S R/W Commerce St W 819.4 Ft To Pob S 320 W 100 N 320 To S R/W Commerce St E Along S R/W 100 Ft To Pob In Nw 1/4 Of Ne 1/4 Sec 36-7-11. 605 Commerce St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Eldridge & Son Investments LLC

Parcel 19: 0910B-03-006.000. Lot 4 Blk. 28 Gulfport Bayou View Subd.. 27 48th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Aaron Valencia

Parcel 20: 1010G-02-040.000. Beg 130 Ft E O Inter Of W Line Of Sec 29 & S Mar Of Magnolia St E Along Rd 100 Ft S 239.4 Ft W 100.7 Ft N 243.9 Ft To Pob Being Bounded On N By Magnolia St E By A D Barness By Ferguson W By Ferguson Part Ofnw1/4 Of Sw1/4 Of Sw1/4 Of Sec 29-7-10. Magnolia St. Remove/Haul Off Trash & Debris. Maco Properties Llc

Parcel 21: 0911b-01-051.001. Beg 1026.5 Ft N Of Inter Of N Mar Of Csx Tran R/W & E Mar Of Evans Ave N Along Rd 89 Ft E 10 Ft N 10 Ft To N Line Of Sec 1 E Along Sec Line 126.5 Ft S 96.8 Ft W 136.5 Ft To Pob Part Of Nw1/4 Of Nw1/4 Of Sec 1-8-11. Evans Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Schankin Roy C Jr

WARD 5

Parcel 22: 0808I-03-045.000. Lot 7 Blk 7 Norwood Subd. 802 Beverly Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Hale David Kenneth

Parcel 23: 0908N-02-037.000. Lot 29 Loren D Heights Phase 1. 510 Franklin Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Runnells Patricia M

WARD 6

Parcel 24: 1007M-01-057.000. Lot 18 Blk 5 Rolling Acres Subd. 13139 Sheldon St. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Davis Charles M

Parcel 25: 0908D-01-103.000. Lot 83 Windsong Subd Phase Ii. 13444 Windridge Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items. Yelverton Tracy G

WARD 7

Parcel 26: 0707H-02-002.066. 2017-8380 Jason Andrew Russell Living Trust/Priscilla & David J Russell Lot 66 Duckworth Pond Sec 29-6-11. 14061 Anandale Cir. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Miller Barbara Ann

Parcel 27: 0808E-01-028.000. Lot 8 Blk 6 Northwood Hills Subd. 12169 Depew Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Receptacle Within 24hrs. Thompson Jerry D

Parcel 28: 0808B-02-027.000. Lot 21 Briarwood South Subd Replat Sec 3-7-11. 14447 Rhonda Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Correct Unsanitary Condition. Scaggs Mary Ann L/E

Parcel 29: 0707H-02-002.065. Lot 65 Duckworth Pond Sec 29-6-11. 14063 Anandale Cir. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Flaherty Andre & Vanisa M

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 **8TH** day of **August, 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 Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

Parcel 1:	0711I-01-092.000. Lot 3 Blk 17 Hungerford Add. 1235 37th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Trump Peter F
Parcel 2:	0710N-03-051.000. Lots 14-16 Inc Blk 8 Kenelsworth Park. 2900 56th Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Remove Clutter And Debris. Clayton Clark
Parcel 3:	0711K-01-056.000. Lot 22 Owen Homes Subd.. 1440 Genevieve Dr. Bring Bldg Up To Code Or Demo. Farmer's Leasing Llc
Parcel 4:	0811L-04-082.000. East 50 Ft Of Lots 8 To 11 Inc Blk 196 Original Gulfport. 1205 33rd Ave A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Triune Capital MS LLC
Parcel 5:	1010J-01-071.000. Lot 10 & E 1 Ft Of Lot 9 Blk 39 College Park. 2419 Palmer Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. McMichael James G -EST-

Parcel 6: 0811K-04-030.000. Lots 13 & 14 Blk 178 Original Gulgport. 26th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove. GRD Properties LLC

Parcel 7: 0711I-03-023.000. Lots 25 & 26 Less E 50 Ft Blk 21 West Side Add. 924 39th Ave. Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Repair/Replace Broken Window. Luu Toan Bao & Evan

Parcel 8: 0811L-04-006.000. Lots 20 To 23 Blk 173 Original Gulfport. 3019 15th St. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Lock Kevin H

Parcel 9: 1010N-01-011.000. Lot 14 Blk 2 Cowan Road Homes Annex Subd Unit # 2. 2200 North St. Remove/Haul Off Trash & Debris, Secure Pool, Remove Clutter And Debris, Remove Clutter And Debris. Casper Steven

Parcel 10: 0811G-05-040.000. Lots 17 To 19 Blk 5 McAlpin Add. 2010 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Sanders Doyle Dean

Parcel 11: 0810N-01-022.000. Lots 33 & 34 Blk 27 Standard Land Add #2. 2228 31st St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Winchell Randy D

Parcel 12: 0810N-04-001.000. Lots 1 & 2 Blk 7 Standard Land. 2301 31st St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Blue Diamond Energy Inc

Parcel 13: 0810C-01-011.000. Lots 23 & 24 Blk 105 North Gulfportsecs. 27/28-7-11. Georgia Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Armstrong Willie L -Estate-

Parcel 14: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Park In Approved Location, Remove Clutter And Debris. Cumberland Milford E III

Parcel 15: 0810C-01-010.000. Lot 22 Blk 105 North Gulfport Sec. 27/28-7-11. 8404 Georgia Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Armstrong Willie L -Estate-

Parcel 16: 1010E-02-010.000. N 100 Ft Of W1/2 Of Square 2 Of Monet Survey Sec 30-7-10. 1225 West Pine St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. William Pettey H Jr

Parcel 17: 0910I-01-051.000. Beg At Inter W R/W Teagarden Rd & S R/W Commerce St W 819.4 Ft To Pob S 320 W 100 N 320 To S R/W Commerce St E Along S R/W 100 Ft To Pob In Nw 1/4 Of Ne 1/4 Sec 36-7-11. 605 Commerce St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Eldridge & Son Investments LLC

Parcel 18: 0910B-03-006.000. Lot 4 Blk. 28 Gulfport Bayou View Subd.. 27 48th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Aaron Valencia

Parcel 19: 1010G-02-040.000. Beg 130 Ft E O Inter Of W Line Of Sec 29 & S Mar Of Magnolia St E Along Rd 100 Ft S 239.4 Ft W 100.7 Ft N 243.9 Ft To Pob Being Bounded On N By Magnolia St E By A D Barness By Ferguson W By Ferguson Part Ofnw1/4 Of Sw1/4 Of Sw1/4 Of Sec 29-7-10. Magnolia St. Remove/Haul Off Trash & Debris. Maco Properties Llc

Parcel 20: 0911b-01-051.001. Beg 1026.5 Ft N Of Inter Of N Mar Of Csx Tran R/W & E Mar Of Evans Ave N Along Rd 89 Ft E 10 Ft N 10 Ft To N Line Of Sec 1 E Along Sec Line 126.5 Ft S 96.8 Ft W 136.5 Ft To Pob Part Of Nw1/4 Of Nw1/4

Of Sec 1-8-11. Evans Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Schankin Roy C Jr

Parcel 21: 0808I-03-045.000. Lot 7 Blk 7 Norwood Subd. 802 Beverly Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Hale David Kenneth

Parcel 22: 0908N-02-037.000. Lot 29 Loren D Heights Phase 1. 510 Franklin Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Runnells Patricia M

Parcel 23: 1007M-01-057.000. Lot 18 Blk 5 Rolling Acres Subd. 13139 Sheldon St. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Davis Charles M

Parcel 24: 0908D-01-103.000. Lot 83 Windsong Subd Phase Ii. 13444 Windridge Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items. Yelverton Tracy G

Parcel 25: 0707H-02-002.066. 2017-8380 Jason Andrew Russell Living Trust/Priscilla & David J Russell Lot 66 Duckworth Pond Sec 29-6-11. 14061 Anandale Cir. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Miller Barbara Ann

Parcel 26: 0808E-01-028.000. Lot 8 Blk 6 Northwood Hills Subd. 12169 Depew Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Receptacle Within 24hrs. Thompson Jerry D

Parcel 27: 0808B-02-027.000. Lot 21 Briarwood South Subd Replat Sec 3-7-11. 14447 Rhonda Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Correct Unsanitary Condition. Scaggs Mary Ann L/E

Parcel 28: 0707H-02-002.065. Lot 65 Duckworth Pond Sec 29-6-11. 14063 Anandale Cir. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Flaherty Andre & Vanisa M

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

Memorandum – City of Gulfport
ENGINEERING

To: Mayor and Members of the City Council

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

From: George R. Mooney, PLS, Staff Surveyor and Staff Engineer

Date: 6/30/2023

Re: **Recommendation to Accept High Point Subdivision, Phase 1 – Water and Sewer Only -Improvements for the Start of the Warranty Period**

On May 18, 2023, Engineering and Public Works conducted a final inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

Also on June 21, 2023, Engineering and Public Works conducted a final inspection of the referenced subdivision (Sewer Lift Station Only). Deficiencies were noted and have since been corrected. This Sewer Lift Station is located outside of the City Limits; however it is also located within the City's franchise area for service.

A warranty bond in the amount of $15,700 is required for a period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance we will follow up with the One (1) Year Warranty Inspection to check for any deficiencies to be corrected.

I recommend acceptance of the water and sewer improvements in the subdivision and the start of the one-year warranty period based on the above conditions.

Attachments:

1. Subdivision Inspection Report
2. Sewer Lift Station Inspection Report
3. Map

DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	High Pointe Subdivision
TYPE OF INSPECTION:	Final Inspection (Water & Sewer Only)
DATE:	May 18, 2023
PERSONS PRESENT:	Brian Jones, Department of Public Works Kyle Deang, Engineering Technician David Sanzin, H20 Innovation Daniel Boudreaux, Consulting Engineers

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ❑.Yes ❑.No ☒.N/A

2. Are traffic control signs correct & in place? ❑.Yes ❑.No ☒.N/A

PUNCHLIST ITEMS

1. MH16 - NORTH INLET INVERT NEEDS TO BE GROUTED AND FORMED (INVERT MOSTLY FLAT WHEN INSPECTED) COMPLETED
2. MH15 – NEEDS TO BE RAISED 8" COMPLETED
3. MH13 – NEEDS TO BE RAISED 8" COMPLETED
4. MH12 – GROUT SEAM BENEATH RING COMPLETED
5. MH4(NEAR PUMP STATION) – NEEDS TO BE LINED COMPLETED

TO BE COMPLETED AT TIME OF WARRANTY INSPECTION

6. ALL CLEANOUTS NEED WHITE PVC CAPS AND ARE TO BE CONCRETE DONUTS WITH CAST IRON LIDS

Signed: Date: 6/21/2023

Name: George Mooney Title: Staff Surveyor & Staff Engineer

DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	High Point
TYPE OF INSPECTION:	Lift Station Inspection
DATE:	June 21, 2023
PERSONS PRESENT:	Brian McKnight, Department of Public Works Brian Jones, Department of Public Works George R. Mooney, Staff Engineer Lyle Smith, H2O Innovation Daniel Boudreaux, Consulting Engineer

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ❑.Yes ❑.No ☒.N/A

2. Are traffic control signs correct & in place? ❑.Yes ❑.No ☒.N/A

PUNCHLIST ITEMS

1. Electric panel box needs to be moved inside fence COMPLETE
2. 2" Water Line COMPLETE
3. Additional felt & rock needed and raised to bottom of fence COMPLETE
4. Need security light COMPLETE
5. Eye lifts need to be removed on concrete structures SEE COMMENT BELOW
6. Need to add rubber gromets on rails COMPLETE
7. Need to vacuum & clean lift structure COMPLETE
8. Need to add 3/4" hose bib COMPLETE
9. Need valve box & cap COMPLETE
10. Gates Needed COMPLETE
11. Force main needs to be coated inside structure COMPLETE
12. Need to line SSMH that lift station pumps to on Vick Rd COMPLETE

EYE LIFTS CAN BE CUT AT WARRANTY INSPECTION

Signed:_____ Date: 6/28/2023

Name: KYLE DEANG Title: ENGINEERING TECHNICIAN

High Point Subdivision Phase 1

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 October, 2022, the following Ordinance, which was reduced to writing and presented in advance of the meeting for reading and examination:

ORDINANCE NO:_____

AN ORDINANCE BY THE GULFPORT CITY COUNCIL TO REDISTRICT, REALIGN, AND RECONSTITUTE THE SEVEN (7) SINGLE MEMBER ELECTION DISTRICTS WITHIN THE CITY OF GULFPORT, MISSISSIPPI BASED UPON THE 2020 DECENNIAL CENSUS TO COMPLY WITH THE APPORTIONMENT CLAUSE OF ARTICLE I, SECTION 2 OF THE UNITED STATES CONSTITUTION AND THE EQUAL PROTECTION CLAUSE OF THE 14TH AMENDMENT TO THE UNITED STATES CONSTITUTION, AND TO EFFECT AND IMPLEMENT THE ORDINANCE AND REDISTRICTING PLAN FOR THE REGULARLY SCHEDULED QUADRENNIAL MUNICIPAL ELECTIONS IN THE YEAR 2025, AND SUBSEQUENT ELECTIONS, AND FOR ANY GENERAL REFERENDUM BY THE CITY OF GULFPORT REQUIRING AN ELECTION, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi (hereinafter "City") is a municipal corporation located in the First Judicial District of Harrison County, Mississippi, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, City adopted the Mayor/Council statutory form of government as provided by Miss. Code Ann. (1972), as amended, Sec. 21-8-1, et seq., effective with the Quadrennial Municipal Election of the City of Gulfport in 1985; and subsequently by Ordinance No. 2014, passed by the Gulfport City Council on March 21, 1995, the number of single member ward districts in the City of Gulfport was increased from five (5) to seven (7), effective for the Quadrennial Municipal Election held in 1997, and the City of Gulfport continues to be governed and to operate under the Mayor/Council form of municipal government composed of seven (7) districts known as wards from which one (1) councilperson is elected from each ward ("single member wards") in accordance with the statutes of the State of Mississippi and ordinances of the City of Gulfport; and the Mayor and City Council according to applicable statutes of the State of Mississippi and ordinances of the City of Gulfport for most purposes constitute the governing authority of the City of Gulfport, Mississippi; and

WHEREAS, in adopting a plan for redistricting of wards, the Gulfport City Council recognizes that as a result of the latest decennial census ("2020 Census") to conform with the "apportionment clause"

of the United States Constitution, Article 1, Section 2, it is required to adopt by ordinance its plan for redistricting, realignment and reconstituting (herein "redistricting") of the seven (7) single member wards from which council persons shall be elected to represent the citizens of the City of Gulfport residing in each particular ward as nearly as reasonably practical to comply with the "one-man, one-vote" doctrine to achieve equal representation, while seeking to preserve the guarantees of the Fifteenth Amendment to the United States Constitution that the "right of citizens to vote shall not be abridged on account of race, color or previous condition of servitude", and while seeking to maintain and establish voting practices that avoid dilution of minority voting strength to the extent possible respecting clear and traditional municipal boundaries and preserving the core of prior districts, with a goal of achieving compactness and retaining continuity in the redistricting process; and no municipal election has been conducted by the City of Gulfport since the official 2020 Census data has been in effect as a requirement to redistrict the municipality; and

WHEREAS, before a redistricting plan was selected and approved by the Gulfport City Council, a public hearing was scheduled and duly noticed according to law, and accordingly a public hearing was held on June 7, 2022 in which requirements and alternative plans for redistricting based on the 2020 census were discussed, and public comment was received; and,

WHEREAS, at said Public Hearing, the City's Redistricting Consultant, hired by the Governing Authority, presented in detail the plans developed, together with maps delineating the current City ward lines, and demographic tables identifying the distribution of the population among the wards, such data being provided for total population, voting age population, white, black, and other distribution of population; and,

WHEREAS, in addition to large display maps, handout copies of maps and demographic data were available for all in attendance and citizens were permitted to address the City Council; and,

WHEREAS, a representative from the City Attorney's Office was present during said Public Hearing; and,

WHEREAS, in addition to the public hearings, local community meetings were also held by Council Members; and,

WHEREAS, during a regularly scheduled meeting of the City Council, June 21 2022, after consideration of all comments made during the Public Hearing, community meetings, and submitted to the Council Office, the Council discussed and unanimously selected Plan 6 as the 2022 Redistricting Plan for the City of Gulfport, which was created in response to the Public Hearing and input from minority interest groups, and the Council subsequently directed the City's Redistricting Consultant to prepare legal descriptions for Plan 6, a copy of the Map for the approved plan (i.e., Plan 6) is attached hereto as **Exhibit "A";** and

WHEREAS, this Ordinance incorporates the 2022 Redistricting Plan that the City Council found and approved as the most practical, workable, reasonable and fair plan, adopted in good faith to comply with the statutory laws of the State of Mississippi and federal laws and the United States Constitution, and controlling judicial decisions, preserving as nearly as possible the "one-man, one-vote" requirement, and this Ordinance officially identifies and describes the seven (7) single member ward boundary lines according to the approved 2022 Redistricting Plan (Plan 6), and subsequent to future approval by Ordinance of the City of Gulfport Polling Places, this Ordinance, should be implemented and applied for subsequent municipal elections as hereinafter directed and ordained.

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 above and foregoing Preamble be, and they are hereby determined and adjudicated to be the official findings of the City Council of the City of Gulfport, Mississippi.

SECTION 2. That in accordance with the 2022 Redistricting Plan of the City of Gulfport, the City of Gulfport, Mississippi, be, and it is hereby redistricted, reapportioned, realigned, reconstituted and divided into seven (7) districts, known as "WARDS", within which one (1) Council person shall be elected from each ward ("single member wards") as hereinafter provided in SECTIONS 3, 4,5,6,7,8, and 9, and as shown and identified on the map of the City of Gulfport submitted herewith as Exhibit "A" to take effect as hereinafter provided.

SECTION 3. WARD 1 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

> Beginning at the Northwest corner of Section 31, Township 7 South, Range 11 West, said point being on the Western municipal limits of the City of Gulfport; thence following said municipal limits run East to the Northeast corner of said Section 31; thence leaving the municipal limits continue East along the North line of Sections 32 and 33, Township 7 South, Range 11 West to the point of intersection with the centerline of the Illinois Central Railroad line right-of-way, said point lying approximately 2,340 feet East of the Northwest corner of said Section 33; thence run South along the centerline of said Railroad line right-of-way a distance of approximately 10,700 feet to its point of intersection with the centerline of the CSX Railroad main line right-of-way; thence run Southwesterly along the centerline of the CSX Railroad main line right-of-way to its intersection with the Western municipal limits; thence run Northerly along said municipal limits to the Northwest corner of Section 31, Township 7 South, Range 11 West, and the POINT OF BEGINNING.

SECTION 4. WARD 2 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

> Beginning at the point of intersection of the Western municipal limits of the City of Gulfport with the centerline of United States Highway 90; thence run Northwesterly along said municipal limits a distance of 1,560 feet, more or less, to the centerline of the CSX Railroad main line right-of-way; thence run Northeasterly along the centerline of the CSX Railroad main line to its intersection with the centerline of Kelly Avenue; thence run north along the centerline of Kelly Avenue to the centerline of 22nd Street; thence run West along the centerline of 22nd Street to the centerline of 13th Avenue; thence run North along the centerline of 13th Avenue to the centerline of Pass Road; thence run Northeasterly along the centerline of Pass Road to the centerline of 28th Street; thence run East along the centerline of 28th Street to the centerline of Gulf Avenue; thence run South along the centerline of Gulf Avenue to the centerline of the CSX Railroad; thence run Northeasterly along the centerline of the CSX Railroad main line right-of-way to the centerline of Courthouse Road; thence run North along the centerline of Courthouse Road to the centerline of Pass Road; thence run Northeasterly along the centerline of Pass Road to the Eastern municipal limits of the City of Gulfport; thence following the meanderings of said municipal limits, run South along said municipal limits to a point in the Gulf of Mexico or Mississippi Sound, 5,000 feet Southerly of the South line of the Harrison County seawall and South of Debuys Road; thence continue along the meanderings of the said municipal limits Southwesterly in a straight line to a point 5,000 feet South of the Harrison County seawall on the extension of the East line of the United States government hospital situated West of Arkansas Avenue; thence Southwesterly in a straight line to a point in the Gulf of Mexico or Mississippi Sound that is 5,000 feet Southeasterly along the extension of the West line of Lot 8 of Gottschalk Survey of the Claude Ladner Claim from the South line

of the Harrison County seawall; thence continuing along the said municipal limits run Northwesterly to a point in the centerline of United States Highway 90 and the POINT OF BEGINNING.

SECTION 5. WARD 3 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

Beginning at the Northwest corner of Section 32, Township 7 South, Range 11 West, said point being on the Western municipal limits of the City of Gulfport; thence run East along the North line of Sections 32 and 33, Township 7 South, Range 11 West to the point of intersection with the centerline of the Illinois Central Railroad line right-of-way, said point lying approximately 2,340 feet East of the Northwest corner of said Section 33; thence run South along the centerline of said Railroad line right-of-way a distance of approximately 10,700 feet to its point of intersection with the centerline of the CSX Railroad main line right-of-way; thence run Northeasterly along the centerline of said CSX Railroad to the centerline of Kelly Avenue; thence run north along the centerline of Kelly Avenue to the centerline of 22nd Street; thence run West along the centerline of 22nd Street to the centerline of 13th Avenue; thence run North along the centerline of 13th Avenue to the centerline of Pass Road; thence run Northeasterly along the centerline of Pass Road to the centerline of 28th Street; thence run East along the centerline of 28th Street to the centerline of Gulf Avenue; thence run South along the centerline of Gulf Avenue to the centerline of the CSX Railroad; thence run Northeasterly along the centerline of the CSX Railroad main line right-of-way to the centerline of Courthouse Road; thence run North along the centerline of Courthouse Road to the centerline of Pass Road; thence run Southwesterly along the centerline of Pass Road to the centerline of Hewes Avenue; thence run Northerly along the centerline of Hewes Avenue to the centerline of 41st Street; thence run South 45 degrees West for 610 feet to a point; thence run North 45 degrees West for 555 feet to a point; thence run North for 3,600 feet to a point; thence run North 45 degrees East for 2,450 feet, more or less, to the intersection of the centerlines of Washington Avenue and South Vista Drive; thence run Northwesterly along the centerline of Washington Avenue to the centerline of Cuandet Road; thence run North along a Northerly extension of the centerline of Cuandet Road to the centerline of the Bernard Bayou; thence run Northwesterly along the centerline of Bernard Bayou to the centerline of Three Rivers Road; thence run Northeasterly along the centerline of Three Rivers Road to the centerline of Interstate Highway 10; thence run Westerly along the centerline of Interstate Highway 10 to the intersection with the Western municipal limits of the City of Gulfport; thence run Southerly along the meandering of said municipal limits to the South side of Turkey Creek; thence run Southwest along the South side of Turkey Creek and along said municipal limits to the intersection with the West line of Section 29, Township 7 South, Range 11 West; thence run South along the West line of said Section 29 and said municipal limits to the Northwest corner of Section 32, Township 7 South, Range 11 West and the POINT OF BEGINNING.

Ward 3 is **generally** described as including the following areas and neighborhoods (in the event of a conflict between the general description below and the legal description above, the legal description shall prevail):

Floral Estates and those homes in Rolling Meadows fronting along the south side of Meadowlark Drive and Pearl Street and the homes north thereof;

The North Gulfport community;

The homes lying east of the railroad track, south of North Gulfport down to the east-west railroad including the Dolan Addition, Azalea Terrace and Standard Land Company;

The homes lying north of the east-west railroad track including Central Court Apartments, McAlpin Addition, Murphy Addition, and Soria City;

That portion of East Gulfport lying west of Kelly Avenue;

Those homes lying west of 13th Avenue and including Arlington Heights Addition;

Those homes lying north of 28th Street and south of the airport including Central Park, Candlewood Villas, Village Green, Highland Addition, Gulfport Bayou View West Part, Alvahdale, Scottsdale Addition, Brookwood, Myrtle, Phelps, and Manhattan;

Those homes lying between Pass Road and the east-west railroad south thereof, east of Gulf Avenue and west of Courthouse Road including a portion of Magnolia Grove, Magnolia Place Townhomes, East Park; East Lynwood Place, Emery, Live Oaks Addition, Chamberlain Addition, a portion of the Hewes Addition; a portion of the Grass Lawn area;

Not including Broad Acres, Broadmoor Place, Wanda Place, Gary's East Side, and Colony Park Condominiums;

Including the Gulfport-Biloxi International Airport, but not including Belmede, Bayou View, or the Benard Bayou industrial areas;

Those homes lying south of Washington Avenue and south of Benard Bayou, and south if I-10 including Gabe Mckeel Estates, Thomas Benton Estate, Cloverdale Addition, Della Ray Estates, Mt. Pleasant, Willie Abrams, Thomas White Estate, Joshua White Estate, Jeff White Estate, Cloverdale Addition, Hewitt Addition, Turkey Creek, Magnolia Highway, Gillespie Addition, Forest Heights, and North Gulfport.

SECTION 6. WARD 4 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

Beginning at a point of intersection of a Northern extension of the centerline of Cuandet Road and the centerline of the Bernard Bayou, said point being on the East Line of Section 22, Township 7 South, Range 11 West; thence run Westerly along the centerline of Bernard Bayou to the centerline of Three Rivers Road; thence run Northeasterly along the centerline of Three Rivers Road to the centerline of River Ten Road; thence run West and along the centerline of River Ten Road and a Westerly extension thereof to a point on the Eastern limits of the Harrison County School Board property, said property bearing a parcel ID number of 0809C-01-002.000 according to the Harrison County Tax Maps; thence run South along the Eastern limits of said School Board property for 540 feet, more or less, to the Southeast corner of said School Board property; thence run Westerly along the South boundary of said School Board property to the Southwest corner thereof; thence run North

along the Western limits of said School Board property and a northerly extension thereof to the centerline of Community Road; thence run West along the centerline of Community Road to the centerline of David Street; thence run Northeasterly along the centerline of David Street to the centerline of South Wilson Boulevard; thence run Northeasterly along the centerline of South Wilson Boulevard to the centerline of Dedeaux Road; thence run East along the centerline of Dedeaux Road to its intersection with the centerline of Three Rivers Road; thence continue East along the centerline of Dedeaux Road for 1,670 feet, more or less, to its intersection with a drainage way; thence run Southwesterly along the meanderings of said drainage way to its intersection with the centerline of Interstate 10; thence run Easterly along the centerline of Interstate 10 to the centerline of Highway 605; thence run South along the centerline of Highway 605 to a point in the centerline of the Harrison County Industrial Seaway; thence run Westerly along said Industrial Seaway to its intersection with the centerline of the unimproved channel of Bayou Bernard, said intersection lying approximately at the north-south half section line of Section 24, Township 7 South, Range 11 West; thence following the meanderings of the centerline of the unimproved channel of Bayou Bernard run Southerly and Easterly to a point in the centerline of Highway 605, said intersection lying in Section 30, Township 7 South, Range 10 West; thence run South along the centerline of Highway 605 to the centerline of East Pass Road; thence run Westerly along the centerline of East Pass Road and continue along the centerline of Pass Road to the centerline of Hewes Avenue; thence run Northerly along the centerline of Hewes Avenue to the centerline of 41st Street; thence run South 45 degrees West for 610 feet to a point; thence run North 45 degrees West for 555 feet to a point; thence run North for 3,600 feet to a point; thence run North 45 degrees East for 2,450 feet, more or less, to the intersection of the centerlines of Washington Avenue and South Vista Drive; thence run Northwesterly along the centerline of Washington Avenue to the centerline of Cuandet Road; thence run North along a Northerly extension of the centerline of Cuandet Road to the centerline of the Bernard Bayou and the POINT OF BEGINNING.

SECTION 7. WARD 5 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

Beginning at the Northwest corner of the South half of the South half of the South half of Section 26, Township 6 South, Range 11 West, said point lying on the present municipal limits of the City of Gulfport and further being the intersection of Fritz Creek and South Swan Road; thence run Southerly along the centerline of South Swan Road to its intersection with the centerline of Three Rivers Road, thence run South along the centerline of Three Rivers Road to its point of its intersection with the centerline of Duckworth Road; thence continue South along the centerline of Three Rivers Road for 500 feet, more or less, to the centerline of an unnamed tributary of Fritz Creek; thence following along the centerline of said unnamed tributary of Fritz Creek run Southeasterly to its intersection with Fritz Creek, said intersection lying 1,350 feet, more or less, East of the centerline of Three Rivers Road; thence continue Southeasterly along the meanderings of the centerline of Fritz Creek to a point on the South line of Section 1, Township 7 South, Range 11 West; thence run West along the South line of said Section 1 a distance of 2,270 feet, more or less, to the centerline of an unnamed tributary of Fritz Creek; thence run Northerly along the centerline of said unnamed tributary of Fritz Creek for 400 feet, more or less, to a point

in the centerline of Latimer Road; thence run Southerly along the centerline of Latimer Road to the centerline of Dedeaux Road; thence run East along the centerline of Dedeaux Road to the centerline of Highway 605; thence run South along the centerline of Highway 605 to a point in the centerline of the Harrison County Industrial Seaway; thence run Westerly along said Industrial Seaway to its intersection with the centerline of the unimproved channel of Bayou Bernard, said intersection lying approximately at the north-south half section line of Section 24, Township 7 South, Range 11 West; thence following the meanderings of the centerline of the unimproved channel of Bayou Bernard run Southerly and Easterly to a point in the centerline of Highway 605, said intersection lying in Section 30, Township 7 South, Range 10 West; thence run South along the centerline of Highway 605 to the centerline of East Pass Road; thence run Easterly along the centerline of East Pass Road to the east corporate limits of the City of Gulfport; thence following the meanderings of said municipal limits, run North to the point at which said corporate limits depart from following the meandering of the thread of the Biloxi River; thence continuing along said corporate limits run West to the Northwest corner of the South half of the South half of the South half of Section 26, Township 6 South, Range 11 West and the POINT OF BEGINNING.

SECTION 8. WARD 6 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

Beginning at a point in the centerline of Three Rivers Road, said point lying on the centerline of an unnamed tributary of Fritz Creek and being 500 feet, more or less, South of the centerline of Duckworth Road; thence run South along the centerline of Three Rivers Road to its point of its intersection with the centerline of O'Neal Road; thence run West along the centerline of O'Neal Road for a distance of 1,450 feet, more or less, to the centerline of a Mississippi Power Company transmission line easement right-of-way; thence run Southwesterly along the centerline of said Mississippi Power Company electric transmission line easement right-of-way to its intersection with the west line of Section 3, Township 7 South, Range 11 West; thence run South to and along the centerline of the north-south segment of Klein Road to the centerline of Dedeaux Road; thence run East along the centerline of Dedeaux Road to its intersection with the centerline of Three Rivers Road; thence continue East along the centerline of Dedeaux Road for 1,670 feet, more or less, to its intersection with a drainage way; thence run Southwesterly along the meanderings of said drainage way to its intersection with the centerline of Interstate 10; thence run Easterly along the centerline of Interstate 10 to the centerline of Highway 605; thence run North along the centerline of Highway 605 to a point in the centerline of Dedeaux Road; thence run West along the centerline of Dedeaux Road to the centerline of Latimer Road; thence run Northerly along the centerline of Latimer Road to a point on the South line of Section 1, Township 7 South, Range 11 West; thence run Northeasterly along the centerline of Latimer Road a distance of 530 feet, more or less, to the centerline of an unnamed tributary of Fritz Creek; thence run Southerly along the centerline of said unnamed tributary of Fritz Creek for 400 feet, more or less, to the South line of said Section 1; thence run East along the South line of said Section 1 a distance of 2,270 feet, more or less, to the centerline of Fritz Creek; thence run Northwesterly along the meanderings of the centerline of Fritz Creek to a point of intersection with an unnamed tributary of Fritz

Creek, said point lying 1,350 feet, more or less, East of the centerline of Three Rivers Road; thence run Northwesterly along the centerline of said unnamed tributary of Fritz Creek to its intersection with the centerline of Three Rivers Road, said intersection lying 500 feet, more or less, South of the intersection of the centerlines of Duckworth Road and Three Rivers Road and the POINT OF BEGINNING.

SECTION 9. WARD 7 shall be bounded, and include all territory within its bounds in the City of Gulfport, First Judicial District of the County of Harrison, State of Mississippi, particularly described, as follows:

Beginning at the Northwest corner of Section 29, Township 6 South, Range 11 West, said point being the Northwest corner of the City of Gulfport; thence run in an Easterly direction along the Northern municipal limits of the City of Gulfport to the Northwest corner of the South half of the South half of the South half of Section 26, Township 6 South, Range 11 West, said point being the intersection of Fritz Creek and South Swan Road; thence run Southerly along the centerline of South Swan Road to its intersection with the centerline of Three Rivers Road, thence run South along the centerline of Three Rivers Road to its point of its intersection with the centerline of O'Neal Road; thence run West along the centerline of O'Neal Road for a distance of 1,450 feet, more or less, to the centerline of a Mississippi Power Company transmission line easement right-of-way; thence run Southwesterly along the centerline of said Mississippi Power Company electric transmission line easement right-of-way to its intersection with the west line of Section 3, Township 7 South, Range 11 West; thence run South to and along the centerline of the north-south segment of Klein Road to the centerline of Dedeaux Road; thence run West along the centerline of Dedeaux Road to the centerline of South Wilson Boulevard; thence run Southerly along the centerline of South Wilson Boulevard to the centerline of David Street; thence run Southerly along the centerline of David Street to the centerline of Community Road; thence run East along the centerline of Community Road for 875 feet, more or less, to a point North of the Western limits of the Harrison County School Board property, said property bearing a parcel ID number of 0809C-01-002.000 according to the Harrison County Tax Maps; thence run South to and along the Western limits of said School Board property for 1,750 feet, more or less, to the Southwest corner of said School Board property; thence run East along the South boundary of said School Board property to the Southeast corner thereof; thence run North along the Eastern limits of said School Board property to a point in line with a Westerly extension of the centerline of River Ten Road; thence run East to and along the centerline of River Ten Road to the centerline of Three Rivers Road; thence run Southwesterly along the centerline of Three Rivers Road to the centerline of Interstate Highway 10; thence run Westerly along the centerline of said Interstate 10 to the Western municipal limits of the City of Gulfport; thence run in a Northerly direction along the meanderings of said municipal limits to the Northwest corner of Section 29, Township 6 South, Range 11 West, and the POINT OF BEGINNING.

SECTION 10. For the election of Members of the Gulfport City Council, this Ordinance shall not serve as the basis for representation until the next regular quadrennial municipal election scheduled by state

statute to be held in the year 2025, and this Ordinance shall be in effect for any other subsequent election or referendum of the municipality in which an election is required, and shall be in effect and implemented for the 2025 quadrennial municipal election, and shall be the basis of representation from the time that the council members are elected by said 2025 election to take office, and at all times thereafter.

SECTION 11. The next regular quadrennial municipal elections of city council members scheduled by state statute in the year 2025, and any and all other municipal elections held after validation hereof, shall be held in the wards herein established and designated.

SECTION 12. All ordinances, resolutions, orders, or other acts of the Governing Authority of the City of Gulfport, Mississippi, or any parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; and if any section, clause, or other part of this Ordinance is invalidated or becomes legally unenforceable or rendered invalid by any law, judicial decision, or overriding governmental regulation, all remaining sections, clauses or parts hereof shall continue in full force and effect.

SECTION 13. 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 to designate and establish municipal ward lines in connection with regular municipal elections beginning in 2025 and any referenda hereafter. 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 14. 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.

THE ABOVE AND FOREGOING ORDINANCE, after having been first reduced to writing and read and considered Section by Section, and in its entirety as a whole, was introduced by Councilmember _____, seconded by Councilmember _____, and upon being put to a roll call vote Section by Section, and then in its entirety as a whole, the following ballots were cast as to each Section and then to the Ordinance as a whole:

SECTION ONE:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION TWO:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION THREE:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION FOUR:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines		

	Walker Sharp Flowers Kosloski		
SECTION FIVE:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION SIX:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION SEVEN:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION EIGHT:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION NINE:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers		

Kosloski

SECTION TEN:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION ELEVEN:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION TWELVE:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION THIRTEEN:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		
SECTION FOURTEEN:	AYES:	NAYS:	ABSENT/ABSTAIN:
	Casey Roland Holmes-Hines Walker Sharp Flowers Kosloski		

A motion was made by Council member _____, duly seconded by Councilmember _____ to adopt the Ordinance as a whole:

AYES:	NAYS:	ABSENT/ABSTAIN:
Casey		
Roland		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Kosloski		

WHEREUPON, the President declared that a majority of the members of the City Council voted in favor of the Motion to adopt each Section and the Ordinance as a whole, and that the Motion carried, and the President declared the Ordinance adopted and directed its publication and enrollment on this, the ____ day of August, 2022.

(SEAL)

ATTEST: ADOPTED:

_____ _____

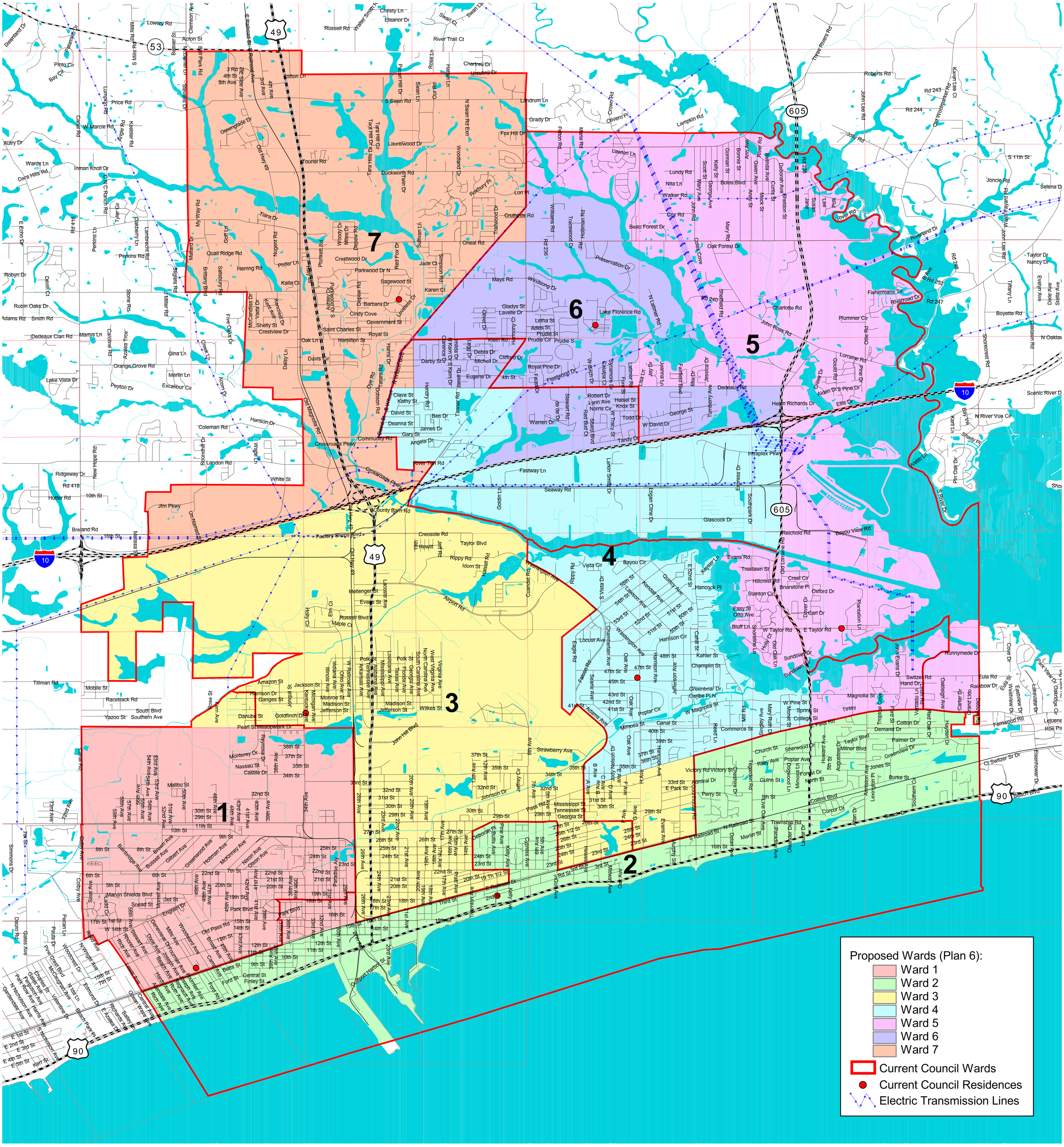
CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____ , 2022.

APPROVED:

_____

MAYOR



BRIDGE&WATSON INC
URBAN PLANNERS • CONSULTANTS • ADVISORS
TEL:662.234.0958 | FAX:662.234.0997
CWATSON@PLANNING-CONSULTANTS.COM
507 HERITAGE DR. STE. 201 | PO BOX 1482 | OXFORD, MS 38655

Proposed Redistricting Plan 6
City Council Wards
Gulfport, Mississippi

N W E S

This map is accurate for planning purposes only.

Data Sources:

U.S. Census Bureau P.L. 94-171 Data for 2020; City of Gulfport; Bridge & Watson, Inc.

June 1, 2022

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO._____

AN ORDINANCE TO ADOPT REVISIONS/AMENDMENTS TO THE 2018 EDITION OF THE *INTERNATIONAL PROPERTY MAINTENANCE CODE*, AND FOR RELATED PURPOSES

WHEREAS, it is necessary to revise the property maintenance code that is in force and effect in the City of Gulfport (*International Property Maintenance Code*, 2018 Edition) to provide clarity with regard to on-site residential parking and garbage dumpster maintenance; and

WHEREAS, revising the property maintenance code in accord herewith will improve and upgrade the rules and regulations governing the conditions and maintenance of residential property as to on-site residential parking and commercial property as to the maintenance of garbage dumpsters.

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

SECTION 1.

That the following sections are hereby revised:

Section 302.8.1 - Parking of vehicles in a residential district: In residential zoning districts, vehicles may only be parked in the front yard or side yard of a property if situated on a concrete, masonry paver, concrete paver, asphalt, stone, or gravel driveway. For multifamily properties, vehicles may be parked in a designated parking area. If no such driveway or designated parking area is available on the property, vehicles may be parked in a location within the yard that aligns with parking areas at neighboring properties.

Section 308.3.3 - Commercial Dumpster Maintenance: Operators of establishments generating garbage and required to use containers must ensure that these containers are kept clean and sanitary, with no accumulation of rubbish or garbage surrounding them. If the operator receives three (3) notices within a six (6) month period for failing to maintain the containers and their surroundings, the property owner, in collaboration with the operator, must construct a lockable barrier or fencing within 60 days of written notice. This barrier or fencing must comply with current and applicable building codes and zoning ordinances.

SECTION 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

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 duly adopted International Property Maintenance Code with respect to provisions for on-site residential parking and maintenance of commercial garbage dumpsters. 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 3: This Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

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

AYES	NAYS	ABSENT

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF THE COUNCIL COUNCIL PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

_____

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: June 28, 2023

Re: **Sign Ordinance Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.**

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

Motion: Mr. Sellers

Second: Mr. Hancock

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	– Absent
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Absent

Action: Motion carried unanimously

Speaking for the Petition:
1. Margaret Murdock

Speaking against the Petition: None

On May 25, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 5, 2023.

Revision date 11/2/2020

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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2305PC059

Date Received: 4/25/2023

Receipt #: _____

Received By: SL

Zoning: _____

Ward: _____ Flood: _____

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

Amend the Sign Ordinance §9-106(E) to provide for a limited exemption from certain provisions (size, type, location + placement) for signs placed on property owned by the Gulfport Redevelopment Commission + to provide for City approval of size, type, location + placement.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
City of Gulfport - Administration	
Printed Name Of Owner	Printed Name Of Agent
Mailing Address	Mailing Address
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Asst City Attorney	
Signature Of Owner	**Signature Of Agent**

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

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

Sign Ordinance Amendment

Submission Requirements

A. Attached.
B. N/A
C. N/A
D. N/A – please notice as appropriate under the ordinance
E. N/A
F. N/A as this is not an amendment to the Zoning Ordinance
G. 1. Interest – City of Gulfport

2. Effect of Amendment – the effect of the amendment will be to exempt signs sought to be placed on property owned by the City of Gulfport's Urban Renewal Agency (Gulfport Redevelopment Commission) from the sign ordinance's requirements as to size, type, location and placement and to require that such signs be approved, in advance, as to those factors by the City's Governing Authority (i.e., Mayor and City Council).

3. Error – not applicable

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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, May 25, 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.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

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

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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, May 25, 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.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

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

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF GULFPORT PLANNING COMMISSION

2305PC059

TRANSCRIPT OF HEARING

May 25, 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MAY 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
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK
BRYAN JACOBS

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
RHONDA GADDIS
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK ESQ., City Attorney

H2.7 Sign Ordinance Text Amendment 2305PC059

MS. GADDIS: Sign Ordinance Text Amendment 2305PC059 has been duly and timely noticed as required by law. The City of Gulfport Administration to amend the sign ordinance Section 9-106(c) to provide for limited exemption from certain provisions, size, type, location, and placement, for signs placed on property owned by the Gulfport Redevelopment Commission and to provide for city approval for size, type, location, and placement.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: All right. Ms. Margaret.

MS. MURDOCK: Okay. This is an amendment requested by the administration, obviously. The city has what's called an urban renewal agency. We officially call it the Gulfport Redevelopment Commission. They own a number of properties around town and a number of buildings, some of which are fairly significant. For example, they own the former Baptist Church property and they own the Aquarium building.

They are the mechanism by which we have done a lot of urban renewal and some redevelopment projects within the city over the last years.

In order to allow for a bit of creativity on those properties that are owned by the redevelopment

commission, because they do have some landmark development, for example, the Aquarium, where perhaps sign rules that apply elsewhere may not really work with a large and landmark development.

This would allow, remove from the sign ordinance, if the property is owned by the GRC, the size, type, location, and placement of any signs on that property would no longer be subject to the sign ordinance but would be subject to the final approval before it can go up of the city's governing authority. The governing authority is the City Council subject to veto by the mayor.

So basically the City Council would be the ones approving the size, type, location, and placement of signs on property owned by the Gulfport Redevelopment Commission.

This is not extended any further than property owned by the redevelopment commission. And thus far, relationship of the redevelopment commission to their tenants has always been a very good one.

So this will allow, as I said, for a little bit more creativity and some better communication, some way-finding signs and so forth that aren't allowed under strict enforcement of the sign ordinance as it currently exists.

MR. WILLIAMS: Any questions?

MR. HEWES: Just out of curiosity, this is just going to be on their property so it wouldn't affect signs coming from the airport or other properties saying this way to the Aquarium?

MS. MURDOCK: Correct. It's only on property owned by the GRC. Yes.

MR. SELLERS: So, I'm sure not against it, I'm just curious. But does this open the door for private owners to say how can you let them do it, you can't let us do it?

MR. WILLIAMS: And B.J. asked, so I'm going to go on there, too, because that was going to be my question that when I read this, it was kind of like, okay, this entity that is for the City of Gulfport, y'all can do what y you want because there's some uniqueness of your properties and things, but we have a lot of people that own properties that would say, hey, mine is just as unique and those type things. So walk us through that, if you would, because I know that would be a consideration.

MS. MURDOCK: The Gulfport Redevelopment Commission or the city's Urban Renewal Agency is comprised of five members who are appointed by the city, so in many ways they're answerable to the city's governing authority. And they really don't have the authority to do what they want because they are subject to approval under this

proposal by the city's governing authority, the mayor and City Council.

The City Council speaks trough its minutes, so it's not something that would be done in a back room. It's something that would be considered at a City Council meeting with full discussion and debate.

The GRC, because of how it is established, is a governmental entity. So we are not extending this into the private world. We're staying within the government's sphere by leaving it that way.

Keeping in mind, too, we do have other governmental entities that are exempt from the sign ordinance, so this is in keeping with that.

MR. HEWES: My only concern is I trust the current administration because I know how they think, in 30, or 40 years when these places aren't bright and shiny any more, someone may do some stuff that's not proper. It's kind of like us changing the zoning for people taking it right now are fine, but the ones coming behind them might not be.

I guess that would have to be addressed by the administration as it comes around.

MS. MURDOCK: I think that's accurate, yes.

MR. WILLIAMS: Other questions?

If not, can we get a motion?

MR. SELLERS: Mr. Chairman, I move we approve Case File 2305PC059 as presented.

MR. WILLIAMS: Do I have a second to that motion?

MR. HANCOCK: Second.

MR. WILLIAMS: Motion and a second. Any further discussion? If not, all those in favor signify by saying aye. Any opposed to it? All right.

(Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2305PC059

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 6 pages constitute a true and correct transcription of said hearing held on the 25th day of May 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 1st day of June 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

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 AMEND SECTION 9-106 (c) OF THE CODE OF ORDINANCES; AND FOR RELATED PURPOSES

WHEREAS, presently, signs located on property owned or under the control of the City's Urban Renewal Agency, the Gulfport Redevelopment Commission, must meet all requirements of the sign ordinance, including provisions thereof related to placement, location, size and type as well as the permitting requirements set forth in the Sign Ordinance; and

WHEREAS, the City desires to streamline the process for approval of signs located on property owned by or under the control of the said urban renewal agency by exempting signs proposed to be located on such property from the requirements related to placement, location, size and type, but not from the permitting requirements of the Sign Ordinance and by requiring that the governing authority of the city approve, in advance, the proposed signs' placement, location, size andtype;and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the City's sign ordinance, which is codified at Chapter 9, Article IV of the Code of Ordinances should be amended to reflect the changes outlined above

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

SECTION 1: That Chapter 9, Article IV, Section 9-106 Government Property, be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stfiel<1JH, material to be added is underlined):

(c) Governmental signs: Property owned by or under the control of the United States of America or the State of Mississippi and which is not subject to the police power of the city and property owned by or under the control of the city are hereby declared to be exempt from all sign regulations set forth in the city's Sign Ordinance (Section 9-76, et seq.). In addition, governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty. Signs on property owned by or under the control of the city's urban renewal agency are exempt from those provisions of the Sign Ordinance relating to placement, location, size, and type but not the permitting process and associated requirements set forth in the Sign Ordinance, provided that the city's governing authority has approved, in advance, the sign's placement, location, size and type, and such approval appears in the minutes ofthe governing authority.

AMEND TO READ:

(c) Governmental signs: Property owned by or under the control of the United States of America or the State of Mississippi and which is not subject to the police power of the city and property owned by or under the control of the city are hereby declared to be exempt from all sign regulations set forth in the city's Sign Ordinance (Section 9-76, et seq.). In addition, governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty. Signs on property owned by or under the control of the city's urban renewal agency are exempt from those provisions of the Sign Ordinance relating to placement, location, size, and type but not the permitting process and associated requirements set forth in the Sign Ordinance, provided that the city's governing authority has approved, in advance, the sign's placement, location, size and type, and such approval appears in the minutes of the governing authority.

SECTION 2. 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 (Section 9=106(c)) to exempt signs proposed to be located on property owned by or under the control of the Gulfport Development Commission from requirements related to sign placement, location, size and type as found in the Sign Ordinance,

but not from the permitting requirements of the Sign Ordinance and by requiring that the placement, location, size and type of any sign sought to be placed on such property must be approved, in advance, by the City's governing authority. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) 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 23'ct 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 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 upon the minutes of the Gulfport City C0tmcil.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by_____, seconded by_____and was adopted by the following roll call votes, to-wit:

YEAS:	NAYS:	ABSTENTIONS:	ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____day of _____,2023.

(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 _____,2023.

_____

MAYOR

Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

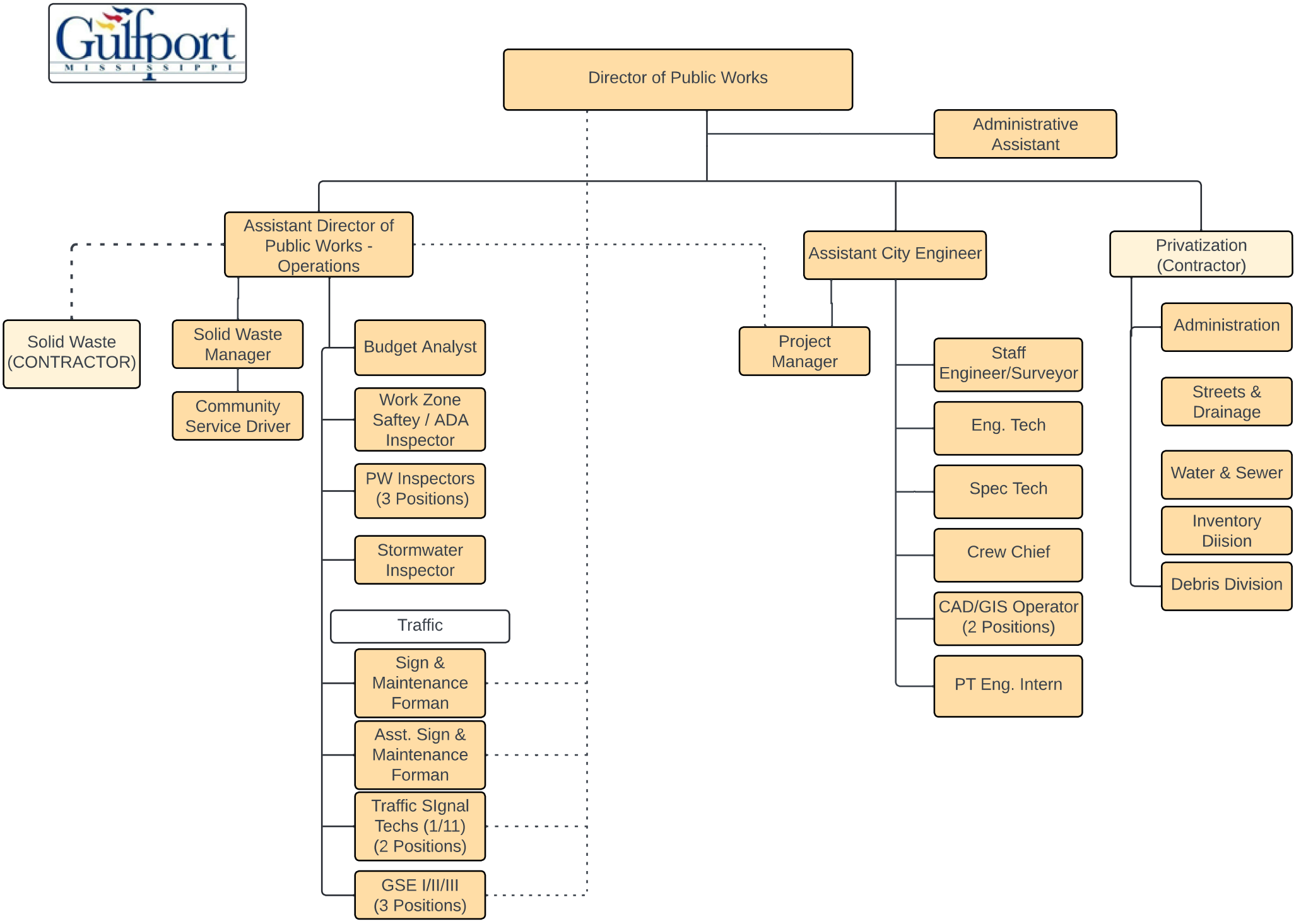
FROM: Samantha S. Sherrill, Human Resources Manager

RE: Public Works Engineering Technician – Ordinance Request

DATE: July 21, 2023

The Department of Public Works and Engineering, with the approval of administration is requesting council approval to re-fill the position of Engineering Technician to Grade 111. This position was vacated on July 5th, 2023.

Please provide an ordinance for Engineering Technician to be funded in Grade 111 ($37,182.27 - $55,359.33) and advertised between step 0 – 40.


Director of Public Works
Administrative Assistant
Assistant Director of Public Works - Operations
Assistant City Engineer
Privatization (Contractor)
Solid Waste (CONTRACTOR)
Solid Waste Manager
Community Service Driver
Budget Analyst
Work Zone Saftey / ADA Inspector
PW Inspectors (3 Positions)
Stormwater Inspector
Traffic
Sign & Maintenance Forman
Asst. Sign & Maintenance Forman
Traffic SIgnal Techs (1/11) (2 Positions)
GSE I/II/III (3 Positions)
Project Manager
Staff Engineer/Surveyor
Eng. Tech
Spec Tech
Crew Chief
CAD/GIS Operator (2 Positions)
PT Eng. Intern
Administration
Streets & Drainage
Water & Sewer
Inventory Diision
Debris Division

City of Gulfport, Mississippi
Job Description

Engineering Technician
(ET)

Department: 325 - Engineering
EEO Class: Technical
Grade: 100
Date Revised: 03/11/2022

FLSA Status: Non-Exempt
Date Approved: N/A

Position Overview

The Engineering Technician is responsible for performing the more complex engineering, drafting, surveying, inspection tasks and mathematical computations associated with engineering office and field operations. Assignments require the application of precise engineering knowledge gained through training and experience in the area of specialization. Assignments are received in both specific and general terms. Performance is evaluated through inspections and observations to determine adherence to stated objectives and conformity with accepted engineering principles.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Acts as resident project representative on contractual work for public works construction projects, maintains construction records, prepares preliminary pay estimates and supporting documents, and insures that all projects are constructed in conformance to approved plans and specifications.
- Drafts engineering construction plans for complex municipal public works improvements including streets, drainage, sanitary sewers and water systems.
- Lay out and prepare more complex engineering drawings; prepares preliminary and final plans, specifications and contract documents for public works construction projects; sets preliminary and final grades; calculates quantities and cost estimates.
- Notifies and assists property owners and interested parties with special assessments and questions regarding city policies and procedures
- Provides information relative to existing engineering data maintained by the city to the general public upon request
- Provides technical assistance and guidance on work methods and procedures to less experienced personnel in related work
- Prepares analytical reports and memoranda on engineering and public works projects.
- Ability to perform inspections on commercial and residential site plans for compliance.
- Assists Staff Land Surveyor and crew on surveying projects when needed.
- Performs related work as required.

Knowledge, Skills and Abilities

Must posses required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job

can be performed.

- Considerable knowledge of the current technology, techniques and practices of construction inspection and drafting as appropriate to the area of assignment.
- Considerable knowledge of modern construction inspection methods and techniques in the construction and maintenance of municipal public works facilities.
- Considerable knowledge on the use of personal computers and the use of civil engineering software programs.
- Some knowledge of the principles and practices of civil engineering.
- Some knowledge of federal, state and local laws and regulations applicable to municipal public works engineering activities.
- Some knowledge of engineering and construction contract administration.
- Ability to review plans, specifications, programs and practices relative to municipal public works endeavors and to recognize and alleviate major technical shortcomings.
- Ability to plan, direct and supervise the work of subordinates and to instruct employees in proper work methods.
- Ability to make independent investigations of engineering problems.
- Ability to develop and maintain effective working relationships.
- Ability to express ideas effectively orally and in writing.
- Skill in the use of Arc GIS and CityWorks.
- Skill in the use of AutoCAD Civil 3-D drafting software.
- Skill in the use of MS Office Suite and the ability to operate a cell phone including text messaging.

Education and Experience

High school diploma, GED, or Associates Degree, including or supplemented by course work in drafting or construction engineering technology.

Three years' experience in construction or inspection of municipal public works improvements including streets, drainage, sanitary sewers and water systems.

Must complete Auto CAD, Arc GIS, Microsoft Project or Primavera classes within two years of employment.

Required Licenses or Certificates

Possession of a Mississippi Class R or higher drivers' license.

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

Memorandum – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Mayor and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

Date: 07/11/2023

Re: **Request to Refill Available City Position**
- Engineering Technician

The Department of Public Works and Engineering is requesting council approval to re-fill the vacant position of Engineering Technician (Grade 111) that was recently held by an employee that resigned on July 5, 2023. The Engineering Technician is responsible for performing the more complex engineering, drafting, surveying, inspection tasks and mathematical computations associated with engineering office and field operations.

I recommend approval to refill the Engineering Technician position.

Attachments:
1. Job Description
2. Personnel Action Notice dated 07/05/2023
2. Personnel Requisition Form dated 07/10/2023

Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Re-Grade Garage Maintenance Foreman (Ordinance Request)

DATE: July 21, 2023

At the beginning of the budget year (FY 2023) a merger between the fleet division, under Public Works, and the maintenance division under the Police Department took place. Since the merger, it has been determined that the Garage Maintenance Forman position should be "Non-Exempt" and not and Exempt Position.

The position is currently slotted in grade 204, step 15 ($47,241.15). I am requesting, with the approval of the administration to regrade this position to grade 113, step 8 which is $47,3701.70 a year. Full range for Grade 113 is $43,771.62-$65,169.98.

City of Gulfport, Mississippi
Job Description

Garage Foreman - Equipment Maintenance Repair Division
(4M1G)

Department: 213 – Garage Maintenance
EEO Class: Skilled Workers
Grade: 113
Date Revised: 07/21/2023

FLSA Status: Non-Exempt
Date Approved:

Position Overview

The Garage Foreman performs repairs and maintenance to automotive, heavy and light construction equipment, material weight handling equipment, and all types of lawn care equipment used by the City. Work assignments will vary in complexity. The Garage Foreman I ensures that City vehicles and equipment are maintained in compliance with OEM requirements and that they are adequately equipped to perform their intended function. He/she is a highly skilled technician and able to perform any repair using their extensive knowledge, maintenance manuals, computer software in scan tools and laptops, and technical information provided by the manufacturer.

The Garage Foreman is responsible to the Fleet Manager. In the absence of the Garage maintenance Foreman, he/she is responsible for all operations carried out within an automotive repair shop facility by supervising the work of a moderately sized force of skilled and semi-skilled personnel assigned to the facility and is responsible for assuring that assigned shop functions are carried out with reasonable proficiency.

The Garage Foreman works under general policy objectives set by the Garage Maintenance Foreman.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Garage Foreman reports to the Fleet Manager on all matters of the repairs done by the shop.
- Performs any repair maintenance tasks as assigned by the Garage Maintenance Foreman.
- Assists in completing technical inspections of all items brought to the maintenance shop for maintenance, repair, and classification and to ensure that all deficiencies are corrected.
- Periodically inspects and assists on jobs. Ensures work is being done according to manufacturer recommendations and procedures.
- Identifies any necessary repairs prior to releasing a piece of equipment.
- Makes necessary coordination with the Fleet Manager in regard to all mission support activities.
- Assists customers in the absence of the Fleet Manager.
- Responsible for assisting in accurate and timely repairs; tool control; shop operations; shop cleanliness, and personnel safety.
- Assists in training of shop personnel in the proper inspection, troubleshooting, diagnosing and repair of equipment serviced by the shop.

- Works as a highly qualified technician doing all aspects of repairs to include road calls and breakdowns as needed.
- Prepares parts lists for repair work operations.
- Conducts tool inventories and assists in parts room inventory.
- Ensure tools are properly sign in and out of the tool room and verifies all tools are returned at the end of the workday.
- Reports any damaged tools or equipment to the Fleet Manager.
- Receives and signs for parts, researches parts, and orders parts from local vendors, as needed.
- Manufacturer hydraulic hoses using a hose crimping machine, or various sizes.
- Rebuilding and replaces major components like engines and drive-trains.
- Performs diagnostics on gasoline and diesel engines using modern scan tools, diagnostic equipment and laptop computers.
- Stays informed of technology changes for all equipment within the City fleet by attending training seminars and reading professional publications.
- Rebuilds vehicles and components including internal engine parts, cooling systems, brakes, fuel injection systems, valves, and pumps.
- Diagnoses electrical and hydraulic problems and interpret wiring schematics.
- Diagnoses and repair computer control systems on engines and transmissions.
- Performs general overhaul and/or tune-up work on automotive and construction equipment and vehicles including but not limited to: removes and replaces gas & diesel transmissions, differentials, and front and rear axle assemblies, gear box units, and all aspects of suspension.
- Troubleshoots and repairs automotive & construction equipment electrical systems; starting, charging, and lighting.
- Troubleshoots and repairs automotive and construction equipment hydraulic systems, cylinders, valves, pumps, controls, hoses & piping.
- Troubleshoots and repairs automotive and construction equipment gasoline & diesel fuel systems.
- Troubleshoots automotive & construction equipment emission control systems and related components.
- Troubleshoots and repairs air, hydraulic, and air over hydraulic brake systems on both automotive and construction equipment.
- Repairs equipment body damage & prepares & paints as necessary; performs mechanical work essential to performing body & fender repair work such as replacing vehicle body panels.
- Removes, disassembles, and replaces all type of hydraulic cylinders and motors.
- Operate all types of specialized shop equipment including brake lathes, heavy duty tire changers and balancers.
- Must be skilled in stick and mig welding, soldering, and able to do metal fabrication and basic body repairs.
- Performs other related work as directed by Fleet Manager.

Knowledge, Skills and Abilities

Must posses required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Thorough knowledge of the practices, methods, tools and materials utilized in the servicing and repair of automobile, construction, weight handling, lawn care and related equipment.
- Thorough knowledge of the occupational hazards associated with shop operations and of applicable safety precautions.

- Working knowledge of automotive and construction shop operations.
- Thorough knowledge of the operating principles of gasoline and diesel engines and of mechanical components of automotive d and diesel equipment.
- Ability to diagnose defects in automotive, construction and lawn care related equipment and direct the repair of such defects with reasonable proficiency.
- Ability to prepare and maintain work records and reports of a routine nature.
- Ability to follow verbal and written instructions and able to communicate effectively verbally and in writing.
- Skill in the use and care of tools and machinery used in the maintenance and repair of automotive and related equipment.
- Must be able to read & understand operators, maintenance service and parts manuals to determine repair needs and procedures to order correct repair parts.
- Must be able to read electrical schematics & perform troubleshooting measures.
- Must be able to understand & utilize the latest electronic troubleshooting & testing equipment to diagnose & repair computer-controlled systems on automotive & construction equipment.
- Must be able to perform troubleshooting & repairs to crawler/tracked equipment systems such as: adjusting, repairing, and/or replacing track assemblies; adjusting, repairing, and/or replacing steering clutches, and other components from track type equipment.
- Ability to complete forms and maintain manual and computerized records; enter data into terminal or keyboard device.
- Must have the ability to multi-task.
- Possess or able to get a Mobile Air Conditioning Systems MACS 609 certification card for the use of mobile freon gases.

Mathematical Abilities

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals and able to compute rate, ratio, and percentages.

Education and Experience

High school diploma or equivalent. Eight (8) to ten (10) years' experience in the automotive/construction industry. A specialized training course from an established and accredited institution in the Automotive Technology Field is highly recommended; additional experience in automotive and/or diesel mechanical repair work at the journeyman level is preferred.

Required Licenses or Certificates

Must possess valid Mississippi driver's license. Possession of or the ability to obtain a valid Mississippi Commercial Driver's License (CDL) Class A or B is highly desirable.

Certification by the National Institute for Automotive Service Excellence (ASE) and/or other recognized certification in at least one of the following areas: brakes, steering and suspension, engine performance, air conditioning and heating, automotive electrical, and drive train systems is highly desirable. Anyone not having an ASE is highly encouraged to get one after being hired.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements listed are representative of those at a minimum that must be met by an

employee to successfully perform the essential functions of this position.

They include frequent standing, walking and bending; using arm and back while performing functions of climbing, stooping, kneeling crouching, and occasional crawling. Must be able to routinely lift and/or move a minimum of 50 pounds. Visual acuity is required to see close, color, adjust to focus and depth perception. Hand and eye coordination and manual dexterity necessary to operate equipment. Good hearing ability is critical to adequately perform the functions of this job. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions.

Working conditions are those of a typical full-scale mechanic service/repair shop and employees are subject to engine exhaust fumes, airborne particles from grinding & drilling, toxic or caustic chemicals, welding operations hazards, moving in & around large machines & their moving mechanical parts.

Noise level is moderate to loud.

Job Tool Requirements

The Garage Foreman will be required to have his/her own personal/city tools in a lockable tool box of sufficient size to securely store all within. Large pneumatic & electrical tools & equipment will be provided by the City.

Office of Urban Development
Hardy Building
1410 24th Ave
Gulfport MS 39501

MEMO

Date: June 22, 2023
From: Greg Holmes, Director of Urban Development
To: Billy Hewes, Mayor
Leonard Papania, CAO
City Council
Samantha Sherrill, HR Manager
Todd Harman, Director of Finance
Subject: Planner III

The Department of Urban Development is requesting to increase funding for the position of Planner III, which is currently vacant. The position was previously approved on the April 18th, 2023 council hearing for Grade 204 with a step range of Step 0 at $40,750.63 to Step 18 at $48,658.39.

We request the position funding be increased to Grade 204 Step 38 at $59,268.48. This request is due to the qualified candidate we received and interviewed. This candidate has an exceptional wealth of knowledge as well as experience in the field. We would like to compensate appropriately and gain an asset to the team.

Please place on the July 5, 2023 agenda.

Greg Holmes, Director of Urban Development

_____ Date_____

City of Gulfport, Mississippi
Job Description

Planner III
(PL3)

Department: 611 - Planning
EEO Class: Professional
Date Revised: 03.12.2012

FLSA Status: Exempt
Date Approved: 02.20.2012

Commented [MSOffice1]: Should state: Planner III

Position Overview

The Planner III performs varied and complex professional urban planning and responsible administrative work in conducting major activities, special programs or programs of the Planning Division of the Department of Urban Development. Work is performed under the general supervision of the Planning Division Administrator and independent judgment is exercised in the formulation of reports, plans, studies and recommendations on a variety of urban planning issues and methodologies employed. Supervision is exercised over all subordinate professional, technical and clerical personnel in the preparation and revision of Master Comprehensive Plan elements, special projects and related planning work.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Develops and prepares major reports, policies and projects for assigned area of those involving other departments, commissions or boards and private developers.
- Directs the city's comprehensive planning program in the preparation and updating of plans necessary for the formulation of elements of the Master Comprehensive Plan, the implementation tools of those plans and other basic and applied planning studies concerning the physical development of urban areas.
- Assists in directing the development and application of new methods of research design and analysis.
- Responds to public inquiries, both orally and in writing, regarding applications and interpretations of the City's Comprehensive Plan, Land Use and Development Regulations and Ordinances.
- Provide guidance to Planner I and II.
- Oversees population, socio-economic, housing, land use and transportation data collection and analysis and prepares estimates and projections.
- Conducts field inspections.

Knowledge, Skills and Abilities

Must posses required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Comprehensive knowledge of the principles, practices, techniques and design of urban planning including the understanding of the fundamentals of construction.
- Comprehensive knowledge of the literature and sources of information available concerning planning matters and of the techniques and procedures useful to analyze and report on such subjects.
- Thorough knowledge of the general principles and practices of transportation as applied to urban planning and development.
- Ability to analyze and comprehend rapidly the significant aspects and precedents inherent in planning and development problems and to present reports and recommendations in a clear, concise and persuasive manner in oral, written and graphic form including the ability to explain the principles of planning in simple, non-technical language.
- Is able to demonstrate consistent tact and courtesy in frequent public contact.
- Ability to interpret and apply technical code regulations.
- Ability to communicate clearly and concise, both orally and in writing.
- Ability to make recommendations recognizing established precedents and practices, and to use resourcefulness and tact in meeting new problems for which there has been no precedent established and which may involve contentious circumstances and valuable property rights.
- Ability to maintain effective working relationship with city officials, architects, developers and contractors, other agencies and the general public.
- Is able to exercise sound judgment in accordance with established departmental policies and procedures.
- Ability to maintain harmonious and effective working relationships with other employees, supervisor and other departments.

Education and Experience

Bachelor's degree (B. A.) from four-year college or university; Urban and Regional Planning, Architecture, Economics , Geography, and/or closely related field, plus six (6) to eight (8) years experience in zoning and planning, or equivalent combination of education and experience is required. A Master's degree in urban planning preferred. Experience in professional planning and/or design work is preferred. Other combinations of experience and education which meets the minimum requirements may be substituted.

Required Licenses or Certificates
Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 20+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.

Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Planner III – Ordinance Amendment

DATE: July 6, 2023

The Director of Urban Development with the approval of the CAO is requesting an ordinance amendment to increase the salary allotted for the Planner III position approved April 18th, 2023.

The amendment would increase from Grade 204 Step 18 ($48,658.39) to Grade 204 Step 38 ($59,268.48). Please draft a re-fund ordinance for Council approval.

Memorandum – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Leonard Papania, CAO

CC: Todd Harman, CPA, Director of Finance
Tyler Gentry, Assistant Director of Public Works – Operations
Samantha Sherrill, HR Manager
Legal Department

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

Date: 07/11/2023

Re: **Request to re-fill the soon to be vacant Public Works Inspector position**

The Department of Public Works and Engineering is requesting council approval to re-fill the soon to be vacant position of Public Works Inspector (Grade 111) that is currently held by an employee that is set to retire on July 20, 2023. This position does daily inspections on the water and sewer construction crews and performs inspections on routine work.

I recommend approval to re-fill this Public Works Inspector position.

Attachments:
1. Personnel Action Notice dated 07/11/2023
2. Personnel Requisition Form dated 07/11/2023

Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

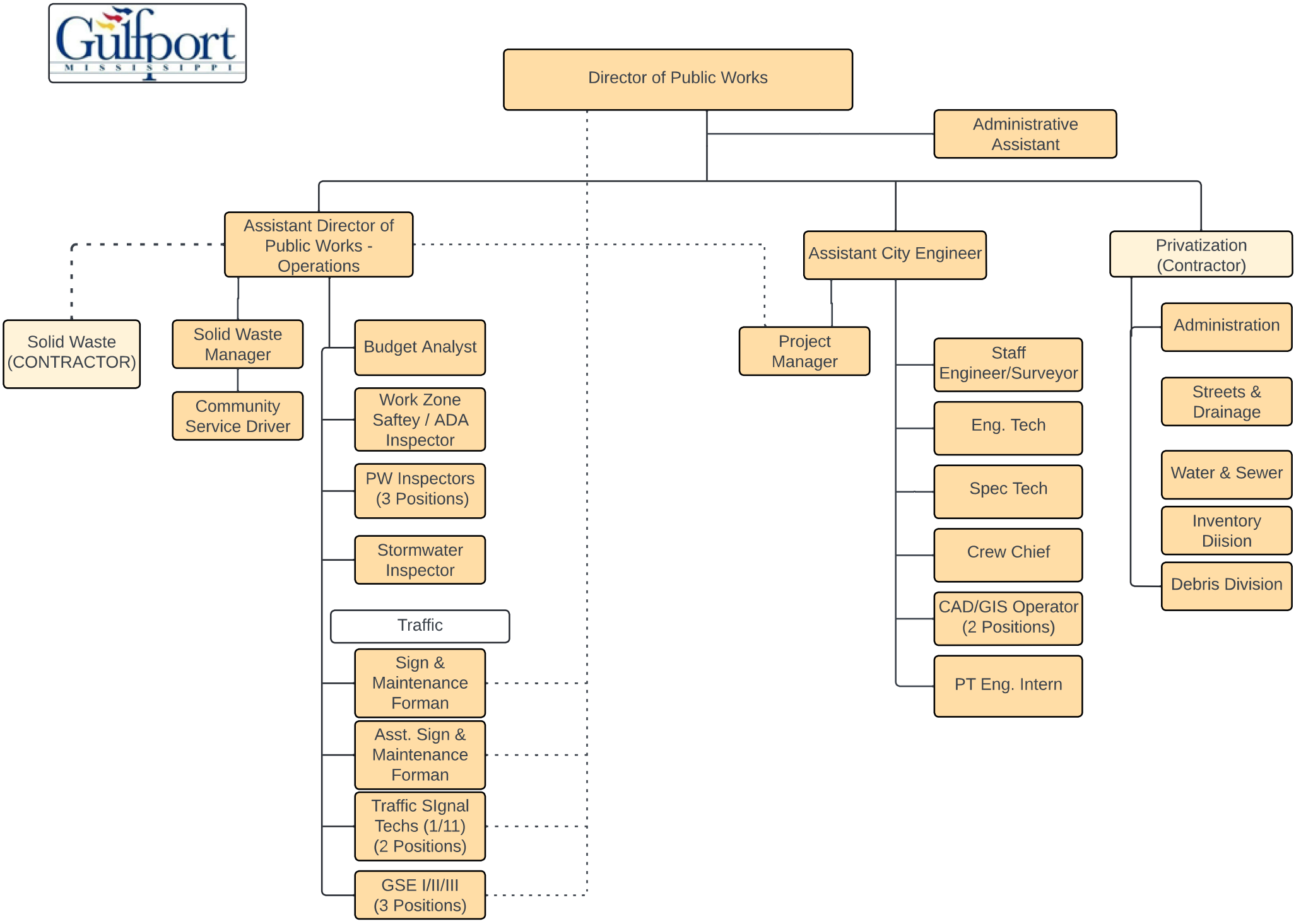
FROM: Samantha S. Sherrill, Human Resources Manager

RE: Public Works Inspector Position – Refill

DATE: July 21, 2023

The Department of Public Works and Engineering, with the approval of administration is requesting council approval to re-fill the position of Public Works Inspector to Grade 111. This position was vacated on July 20th, 2023.

Please provide an ordinance for Public Works Inspector to be funded in Grade 111 ($37,182.27 - $55,359.33) and advertised at step 12 which is $41,848.97.


Director of Public Works
Administrative Assistant
Assistant Director of Public Works - Operations
Assistant City Engineer
Privatization (Contractor)
Solid Waste (CONTRACTOR)
Solid Waste Manager
Community Service Driver
Budget Analyst
Work Zone Saftey / ADA Inspector
PW Inspectors (3 Positions)
Stormwater Inspector
Traffic
Sign & Maintenance Forman
Asst. Sign & Maintenance Forman
Traffic SIgnal Techs (1/11) (2 Positions)
GSE I/II/III (3 Positions)
Project Manager
Staff Engineer/Surveyor
Eng. Tech
Spec Tech
Crew Chief
CAD/GIS Operator (2 Positions)
PT Eng. Intern
Administration
Streets & Drainage
Water & Sewer
Inventory Diision
Debris Division

City of Gulfport, Mississippi
Job Description

Water and Sewer Inspector
(PWIN)

Department: 313 – Public Works Administration
EEO Class: Technical
Grade: 111
Date Written: 03/11/2022

FLSA Status: Non-Exempt
Date Approved:

Position Overview

This Inspector is responsible for performing on-going construction inspection work and existing water and sewer connection inspections for the Water & Sewer Division operations for the City of Gulfport. The Water and Sewer Inspector also ensures that all codes, policies and standards are met.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following as well as their related duties that may be assigned.

- Inspects the construction of water and sewer pipelines; pump stations, storage facilities, access roads, structures, and appurtenances to assure that all phases of work are in compliance with plans, specifications, and City's construction standards.
- Inspect materials and equipment delivered to job sites for conformance with established standards and codes.
- Inspect installation of materials and equipment and check line and grade.
- Inspects installation and maintenance of grease or sand traps/interceptors.
- Check for unreported water and sewer connections and performs necessary measures to ensure compliance.
- Order field testing of construction projects.
- Enforce City policies, ordinances and codes.
- Maintain and updates sewer and water grid sheets and city parcel books to ensure accurate records, duplicates and distributes grids to appropriate personnel.
- Maintain necessary daily records and generates quantitative reports.
- Reviews plans for compliance with specifications and proper size pipes and location of valves and manholes.
- Participates in bond and warranty inspections, prior to city acceptance; and in final inspections of projects to ensure all work and is completed by City, State and Federal standards.
- Performs specialized inspections on transmission mains, tanks, etc. as required.
- Inspects street cuts made for utility purposes.
- Responsible for notifying Project Engineers and/or Contractors in the event that work methods or materials are not in accordance with plans & specifications. Serves as a liaison between Contractors and Engineers.
- Responsible for keeping accurate/ detailed records on work progress and submits

required reports to the Director.

- Attends pre-construction meetings, bid openings, and plan checks as required.
- Functions as a Damage Assessment Representative for the Department in times of a natural or manmade disaster such as hurricanes, tropical storms or tornados.
- Responds to inquiries or complaints on water and sewer Issues, and when necessary performs an on-site visit with residents.
- Attends City Council and civic town or community meetings as required.
- Responds to after hour calls for project problems or Departmental emergencies.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- A thorough knowledge of construction and maintenance methods, materials and equipment as employed in municipal public works operations is required.
- Must have above average math skills including the ability to add, subtract, multiply and divide.
- Must possess strong verbal and written communication skills.
- Possess strong customer service skills.
- Ability to develop and maintain effective, cooperative, professional and positive working relationships with co-workers, contractors, outside agencies and the general public;
- Ability to work effectively with numerous projects, simultaneously and under time constraints;
- Ability to prioritize work, meets deadlines, and performs in multi-tasking environment
- Must possess typing and computer skills.

Education and Experience

High school diploma and at least two (2) years of college or technical training school, with specification in subjects related to the field of civil engineering; or five (5) years experience in underground construction and/or underground construction inspection. Substantial knowledge of construction plans and profiles.

Required Licenses or Certificates

Must possess valid State of Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include the occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate field tools, computers and basic office equipment. Subject to sitting, standing, reaching,

walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors, in rain and the heat of summer.

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 AUTHORIZING THE MAYOR TO REQUEST ADDITIONAL FUNDING UNDER THE 2024 WATER RESOURCES DEVELOPMENT ACT, AND FOR RELATED PURPOSES

WHEREAS, the federal Water Resources Development Act (WRDA) Section 219 authorizes Environmental Infrastructure projects for federal funding through the U.S. Army Corps of Engineers for water and wastewater infrastructure (including stormwater management), drainage systems, and water quality enhancements; and

WHEREAS, WRDA 2007 Section 5158 section 163 currently authorizes $5,000,000 for water and wastewater related infrastructure, for the City of Gulfport, Mississippi, as more fully set forth in the Memorandum from City Engineer Wayne Miller attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport, Mississippi has identified additional critical water and wastewater infrastructure (including stormwater management), drainage systems and water quality enhancement projects; and

WHEREAS, WRDA Section 219 projects require a twenty-five (25) percent non-federal match; and

WHEREAS, the United States Senate is currently accepting requests for new and modified Section 219 authorizations in WRDA 2024.

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

SECTION 1. That all the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. That the City of Gulfport hereby respectfully requests that the WRDA 2024 modify Gulfport's WRDA 2007 Section 219 Environmental Infrastructure authorization to read; "$10,000,000 authorization for water and wastewater infrastructure (including stormwater management), drainage systems, and water quality enhancements".

SECTION 3. That the Mayor be and he is hereby authorized to transmit the City's letter, as attached hereto as Exhibit "B", making the foregoing request to the two (2) United States Senators for the State of 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 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

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 to the City Engineer
Legal Department

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

Date: August 3, 2023

Re: Request Permission to Request Amount Modification for the 2024 Water Resources Development Act (WRDA)

The federal Water Resources Development Act (WRDA) Section 219 authorizes Environmental Infrastructure projects for federal funding through the U.S. Army Corps of Engineers for water and wastewater infrastructure (including stormwater management), drainage systems, and water quality enhancements. WRDA 2007 Section 5158 section 163 authorized $5,000,000 for water and wastewater related infrastructure. I request that we ask to modify this amount to $10,000,000 for the WRDA 2024.

WRDA Section 219 projects require a twenty-five (25) percent non-federal match; however, no funds are needed at this time.

I recommend approval to move forward with this submittal.

Attachment: 1. Resolution – 2024 WRDA

OFFICE of the MAYOR
2309 15th Street
Gulfport, MS 39501
Phone: (228) 868-5801

August 9, 2023

VIA E-MAIL TO _____ AND U. S. MAIL
Senator Roger Wicker
425 Russell Senate Office Building
Washington, DC 20510

VIA E-MAIL TO _____ AND U. S. MAIL
Senator Cindy Hyde-Smith
702 Hart Senate Office Building
Washington, DC 20510-2405

RE: WRDA 2024-Modification Sec. 219 Environmental Infrastructure Authorization

Dear Senators:

I understand that the Senate has started working on the 2024 Water Resources Development Act (WRDA) and, like the 2022 WRDA, will again consider new and modified project authorizations. Accordingly, as per this letter and the attached Resolution adopted by the City of Gulfport's Governing Authority, the City respectfully requests a $5,000,000 increase in its current $5,000,000 Section 219 Environmental Infrastructure Authorization from WRDA 2007 Sec. 5158 Section 163 to help us address critical water and wastewater (including stormwater management), drainage systems, and water quality needs in our City. We understand that WRDA 219 projects require a 25% non-federal cost share.

Please let me know if you have any questions or need any further information to support this request.

Sincerely,

Billy Hewes, Mayor

cc: Jeff Bruni, Esq., City of Gulfport City Attorney
Leonard Papania, City of Gulfport CAO
Wayne Miller, P.E., City of Gulfport Director of Public Works and Engineering

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE AGREEMENTS WITH TURF MASTERS LAWN CARE, INC. D/B/A CHRISTMAS DÉCOR FOR SERVICES IN CONNECTION WITH THE HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the 2023 Harbor Lights Winter Festival to be held in Jones Park; and

WHEREAS, among the services required to ensure the success of the 2023 Harbor Lights is the installation and removal of mini lights at the Barksdale and Market Pavilions and the installation and removal of lighting on vegetation in Jones Park as more fully described in the Memorandum of Events Manager Billy Lehman which is attached hereto as Exhibit "A"; and

WHEREAS, Turf Masters Lawn Care, Inc. d/b/a Christmas Decor has proposed doing the required work, as more fully set forth in the proposals attached hereto as Exhibits "B" and "C"; and

WHEREAS, approval of the said proposal and issuance of a Purchase Order to Turf Masters Lawn Care, Inc. d/b/a Christmas Decor, for the described services 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 proposals of Turf Masters Lawn Care, Inc. d/b/a Christmas Decor, for installation and removal of the lighting as described herein for the 2023 Harbor Lights Winter Festival be and the same are hereby approved and the issuance of a Purchase Order for the said work is hereby authorized.

Section 3. That any City adopted requirements concerning the issuance of a Request for Proposals for the work described herein are hereby waived.

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 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

EVENTS DIVISION

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: July 20, 2023

RE: Turf Masters – Agreement for 2023 Harbor Lights Winter Festival

The Events Division requests approval to enter into an agreement with Turf Masters d.b.a. Christmas Décor, for the 2023 Harbor Lights Winter Festival. Christmas Décor will be providing installation labor and equipment to install and take down city owned lighting.

Thank you in advance for your consideration. Please reach out if you have any questions.

William Lehman
Special Events Manager
Office of the CAO

Christmas Decor

By Turf Masters

July 20, 2023

Mr. Scorpio Normand
Dept. of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

Scorpio

Per our earlier discussion, we are pleased to submit a Service Agreement Proposal for installation and take-down for Christmas Lighting at Jones Park Pavilions in Gulfport.

We would provide all labor and equipment to install your Christmas event lighting and decorations at the two Pavilions at Jones Park (Barksdale & Market). Our team is well trained and will arrive in uniforms for each day of install and take down of the lighting as follows, per the list provided.

1. **Install Pavilions** (2 ea.) Contractor to provide labor and equipment to install and take down approximately 3300 ea. strands of mini lights (Barksdale 2517 & Market 742) to each Pavilion, (price includes Lift & transportation)
   TOTAL PRICE $33,975.00

Please let me know if you have any questions

Thank you in advance for your consideration.

Steve Jordan
President
Christmas Décor by Turf Masters

228-475-3665
Phone

5510 Telephone Road
Pascagoula, MS 39567

228-475-3691
Fax

Christmas Decor

By Turf Masters

July 20, 2023

Mr. Scorpio Normand
Dept. of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

Scorpio

Per our earlier discussion, we are pleased to submit a Service Agreement proposal for installation and take-down for Christmas Lighting at Jones Park in Gulfport.

We would provide all labor and equipment to install your Christmas event lighting and decorations at Jones Park. Our team is well trained and will arrive in uniforms for each day of install and take down of the lighting as follows, per the list provided.

1. **Trees/Hedge Row/** – Install up to 6,000 strands of C-6's, 5MM and M5 for Palms, Live Oaks Cypress, Magnolias, Small Live Oaks, Deciduous Trees, Crape Myrtles, Anchor, Hedge Rows and Oleanders per owner supplied drawing**.** (price includes Articulating Lift & transportation**)** **INSTALL PRICE $72,647.00**
2. Take down / Storage – Provide labor and equipment (including lift to take down and prepare for storage for all of the above lighting and wreaths**.** **TAKE DOWN TOTAL PRICE $35,000.00**

Please let me know if you have any questions

Thank you in advance for your consideration.

Steve Jordan
President
Christmas Décor by Turf Masters

228-475-3665
Phone

5510 Telephone Road
Pascagoula, MS 39567

228-475-3691
Fax

EVENTS DIVISION

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: July 20, 2023

RE: MS Delta Shows, LLC – Agreement for 2023 Harbor Lights Winter Festival

The Events Division requests approval to enter into an agreement with MS Delta Sows, LLC for the 2023 Harbor Lights Winter Festival. MS Delta Shows, LLC will be providing their Ferris Wheel, Merry Go Round, Berry Go Round, Swinger, Funnel Cake Trailer, Food Trailer, Glow Souvenir Booth & 3 ATM's.

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 CONTRACT & AGREEMENT WITH MISSISSIPPI DELTA SHOWS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the Harbor Lights Winter Festival to be held in Jones Park from November 24, 2023, thru December 31, 2023; and

WHEREAS, the City of Gulfport is planning for the 2023 Winter Festival to be one that is again enjoyed by Gulfport residents and visitors from up and down the Mississippi Gulf Coast and beyond and is planning for activities that will enchant all ages; and

WHEREAS, among the amenities planned are a Ferris Wheel which will provide an amazing view of the light show in and around Jones Park, a Merry Go-Round, Berry Go-Round, Swinger, Funnel Cake Trailer, Food Trailer, and a Glow Souvenir Booth, as well as three (3) on-site ATMs, and Mississippi Delta Shows, LLC, is willing and able to provide the aforementioned amenities, including required personnel, for the amount of $82,000.00, in accord with the terms and conditions set forth in the attached Contract and Agreement (See Exhibit "A" hereto).

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

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

Section 2. That the proposed Contract and Agreement attached hereto as Exhibit "A" be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

PO BOX 1766
Purvis, Ms 39475
Phone: 601-299-0556

This **CONTRACT & AGREEMENT**, made and entered into this 8th day of July 2023 by and between Mississippi Delta Shows, LLC hereinafter known as the Party of the first Part, and City of Gulfport of the city of Gulfport State of Mississippi hereinafter known as the Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) paid by each to the other, receipt for which is hereby acknowledge, and other valuable considerations hereby specified, both parties to this contract bind themselves as follows:

Party of the First Part agrees to present their attraction known as Mississippi Delta Shows, LLC in the City of Gulfport, State of Mississippi for a period of 37 days commencing Nov 24, 2023 and ending Dec 31, 2023, inclusive, under the following conditions. Daily Hours of operation to be determined by the City of Gulfport with the following exceptions closed on Dec 24, 2023.

Party of the First Part is to furnish Expo Ferris Wheel, Merry Go Round, Berry Go Round, Swinger, Funnel Cake Trailer, Food Trailer, Glow Souvenir Booth, 3 ATMS, 1 million dollars of liability insurance, and operators for the rides and booth employees.

Party of the Second Part is to furnish a suitable location for Show Grounds, which is known as Jones Park situated in Gulfport, Ms same to be cleared of brush, so that shows may exhibit without discomfort to themselves or the public, all Licenses that may be required by Law.

In consideration of fulfilling of this contract the Party of the Second Part agrees to pay the Party of the First Part $82,000.00 flat rate for the 4 mechanical rides payable as follows payment schedule to be determined at a later date. Full amount must be paid no later than 10 days after close of event. Party of the First Part agrees to pay Party of the Second Part 15% of gross revenue received on

Funnel Cake Trailer, Food Booth, and Glow Souvenirs Booth. Party of the First Part agrees to pay Party of the Second Part $1.00 for each ATM transaction.

Party of the First Part shall carry at all times during shows, an insurance policy or policies protecting Party of the Second Part and its owners, directors, officers, employees, third-party vendors, and guests against loss, damage, or liability for bodily injury, property damage, or personal injury or expense, arising out of or occurring upon or in connection with the performance of the services to be provided for the shows by Party of the First Part. Such policies shall be issued by an insurance company or companies satisfactory to Party of the Second Part and shall include, at a minimum, (i) commercial general liability insurance, including premises liability, products liability, completed operations, and contractual liability for bodily injury, property damage, and personal injury coverage in the amount of One Million Dollars ($1,000,000) each occurrence and Three Million Dollars ($3,000,000) general aggregate, (ii) automobile liability insurance covering all owned, hired, and non-owned vehicles for bodily injury, property damage, uninsured motorists and underinsured motorist coverage with a combined single limit of at least One Million Dollars ($1,000,000), and (iii) workers' compensation and employers' liability insurance as required by statute or rule of the State of Mississippi. Party of the Second Part should be added as an additional insured on each policy or policies.

Party of the First Part shall indemnify, defend, and hold harmless Party of the Second Part and its owners, directors, officers, employees, third-party vendors, guests, and any other individual attending the shows from any loss, claim, liability, and expense with respect to (i) workers' compensation benefits payable on account of injury or death to any employee of subcontractor of Party of the First Part where the injury or death arises out of or is in any way related to the services performed or to be performed at the shows; (ii) claims for bodily injury, personal injury, death, or property damages or loss asserted by any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or lose arises out of or is in any way related to the services performed or to be performed at the shows; (iii) claims for personal injury, death, property damage, or loss by theft asserted by third parties including any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or loss by theft arises out of or is in any way related to the services performed or to be performed at the shows or where the claim is based solely on any act or omission by Party of the First Part, or any of its employees, agents, or subcontractors, including claims of strict liability; (iv) claims from any state agency or taxing authority; and (v) claims resulting in fines and/or forfeitures or failure to comply with all federal, state, county, and municipal laws, statutes, ordinances, rules, and regulations.

In case of cyclone, flood, fire, epidemic, impassable roads or any other unforeseen accident, over which the Party of the First Part has no control then they are in no way to be held liable for damages by the said Party of the Second Part.

Signed this_____ day of _____2023

Mississippi Delta Shows, LLC	City of Gulfport
By: _____	By:_____
Its: _____	Its: _____

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 AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES (SCHOOL RESOURCE OFFICERS), AND FOR RELATED PURPOSES

WHEREAS, the Gulfport School District has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the Agreement between the Gulfport School District and the City of Gulfport, Mississippi, (hereinafter, "Agreement") attached hereto as Exhibit "A" provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide seven (7) police officers and one (1) sergeant to the Gulfport School District, upon payment of certain fees from the Harrison School District to the City of Gulfport; and

WHEREAS, the Agreement 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 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 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

COUNTY OF HARRISON
STATE OF MISSISSIPPI

AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Gulfport School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to eight (8) police officers, which shall include one (1) Supervisor (Sergeant), to the Gulfport School District, upon payment of certain fees from the Gulfport School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Gulfport School District (GSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Gulfport School District, under the direction of its Superintendent,

and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its police Department, shall provide up to eight (8) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to GSD under this Agreement shall include, but are not limited to, the following:

A. Promote positive relationships with students.

B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).

C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.

D. Work closely with school principal in the coordination of safety programs.

E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The GSD shall pay to the City for the law enforcement services to be rendered under this Agreement an amount not to exceed $596,816.45 annually, as more fully set forth in Exhibit "A". Two officers will be assigned to the high school, one officer will be assigned to each middle school and the remaining officers will provide response to the elementary schools.

In addition, the GSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall asses each school event to determine the amount of law enforcement officers to be present. The GSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. The GSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. Payments shall be made by the GSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2023, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Gulfport School District and the City of Gulfport, Mississippi.

THIS THE _____ DAY OF _____, 2023.

CITY OF GULFPORT, MISSISSIPPI

_____
BILLY HEWES, MAYOR

ATTEST:

_____
Rashida Bell, CITY CLERK

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2023, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

_____
NOTARY PUBLIC

My Commission Expires:

_____

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Gulfport School District on the date indicated below.

THIS THE _____ DAY OF _____, 2023.

GULFPORT SCHOOL DISTRICT

_____
_____, PRESIDENT
GULFPORT SCHOOL BOARD

ATTEST:

_____
BOARD SECRETARY

****

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 _____, 2022, _____and _____, who acknowledged before me that they are the duly serving President and Secretary of the Gulfport School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Gulfport School Board, having been first duly authorized so to act by Resolution of the Gulfport School Board.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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 AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES (SCHOOL RESOURCE OFFICERS), AND FOR RELATED PURPOSES

WHEREAS, the Harrison County School District has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the Agreement between the Gulfport School District and the City of Gulfport, Mississippi, (hereinafter, "Agreement") attached hereto as Exhibit "A" provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide four (4) police officers and one (1) sergeant to the Harrison County School District, upon payment of certain fees from the Harrison School District to the City of Gulfport; and

WHEREAS, the Agreement 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 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 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

COUNTY OF HARRISON
STATE OF MISSISSIPPI

AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Harrison County School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located within the city limits of the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to five (5) police officers, which shall include one (1) Supervisor (Sergeant), to the Harrison County School District, upon payment of certain fees from the Harrison County School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Harrison County School District (HCSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Harrison County School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its Police Department, shall provide up to five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to HCSD under this Agreement shall include, but are not limited to, the following:

A. Promote positive relationships with students.

B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).

C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.

D. Work closely with school principal in the coordination of safety programs.

E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The HCSD shall pay to the City for the law enforcement services to be rendered under this Agreement, the amount of $376,491.70 annually for up to

five (5) uniformed police officers, which shall include one (1) Supervisor (Sergeant), as more fully set forth in Exhibit "A". One officer will be assigned to the middle school, one officer to the alternative school and the remaining officers will be assigned, as needed. The HCSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The HCSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. The HCSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. Payments shall be made by the HCSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on October 1, 2023, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Harrison County School District and the City of Gulfport, Mississippi.

THIS THE _____ DAY OF _____, 2023.

CITY OF GULFPORT, MISSISSIPPI

_____
BILLY HEWES, MAYOR

ATTEST:

_____
RASHIDA BELL, CITY CLERK

****

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2023, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

_____
NOTARY PUBLIC

My Commission Expires:

_____

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Harrison County School District on the date indicated below.

THIS THE _____ DAY OF _____, 2023.

HARRISON COUNTY SCHOOL DISTRICT

_____

_____, PRESIDENT
HARRISON COUNTY SCHOOL BOARD

ATTEST:

_____
BOARD SECRETARY

****

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, _____and _____, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County School Board, having been first duly authorized so to act by Resolution of the Harrison County School Board.

_____
NOTARY PUBLIC

My Commission Expires:

_____

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 AWARD TO H2O INNOVATION OPERATION AND MAINTENANCE, INC., FOR RESIDENTIAL AND LIGHT COMMERCIAL COLLECTION, TRANSPORT AND DISPOSAL OF TRASH WASTE, SUBJECT TO FINAL CONTRACT TERM NEGOTIATION, AND FOR RELATED PURPOSES

WHEREAS, the city desires to enter into a six (6) year contract for solid waste (i.e., trash waste) collection, transport and disposal services (hereinafter, "the services") for residential and light commercial customers and sought proposals from interested vendors to provide the services to the solid waste customers (residential and light commercial) of the City of Gulfport; and

WHEREAS, pursuant to authority of the City Council, the City solicited proposals for the provision of the services and received proposals from three (3) vendors; and

WHEREAS, after thorough evaluation of the three (3) proposals received, the selection committee and the purchasing manager recommend that a six (6) year contract for provision of the services be awarded to H2O Innovation Operation and Maintenance, Inc., subject to contract terms being negotiated, and a final form of contract being presented to the City Council for approval; and

WHEREAS, the Council finds it is in the best interest of the City to award the contract for the aforementioned services to H2O Innovation Operation and Maintenance, Inc., and to authorize the administration to negotiate contract terms with H2O Innovation Operation and Maintenance, Inc., and to bring a final form of contract forward for consideration by the City Council at a forthcoming Council meeting.

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

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

SECTION 2. That the award to H2O Innovation Operation and Maintenance, Inc., of a six (6) year contract for the services outlined herein and in Exhibit "A" hereto, be and the same is hereby approved, subject to contract terms being negotiated by the administration and a final form of contract being presented to the City Council for approval.

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 BY THE GULFPORT CITY COUNCIL TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF GULFPORT AND THE MISSISSIPPI TRANSPORTATION COMMISSION IN CONNECTION WITH THE OLD HIGHWAY 49 PEDESTRIAN IMPROVEMENTS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project, the Old Highway 49 Pedestrian Improvements Project, which is designed to install approximately 5,280 linear feet of five-foot pedestrian pathway from Robinson Road to Dedeaux Road; and

WHEREAS, the project is funded through the Gulf Regional Planning Commission and the Mississippi Transportation Commission, with the federal share amount being $160,000 and the City's match being $40,000; and

WHEREAS, in order to permit construction of the Old Highway 49 Pedestrian Improvements Project, the Mississippi Transportation Commission has required the execution of an Agreement between it and the City of Gulfport, which Agreement sets out the duties and responsibilities of the City and the MTC with respect to the construction and management of said project; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Agreement between the City and the Mississippi Transportation Commission concerning the Old Highway 49 Pedestrian Improvements Project as found in Exhibit "A" hereto.

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

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

SECTION 2. That the an Agreement between the Mississippi Transportation Commission and the City of Gulfport, concerning the Old Highway 49 Pedestrian Improvements Project, be and the same is hereby approved in substantially the same form as attached hereto as Exhibit "A" hereto; and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 AND 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 to the City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

WEM

Date: July 21, 2023

Re: **Recommendation to Approve the Memorandum of Agreement (MOA)**
– Mississippi Department of Transportation (MDOT)
– Old Highway 49 Pedestrian Improvements Project
– STP-9147-00(001)LPA/109453-70100

Attached for your consideration is an agreement between the City of Gulfport and the Mississippi Department of Transportation (MDOT) for the Old Highway 49 Pedestrian Improvements Project. This project consists of installing approximately 5,280 linear feet of a five-foot pedestrian pathway from Robinson Road to Dedeaux Road. This project is funded 80/20 through the Gulf Regional Planning Commission with the federal share amount of $160,000 and the city's match of $40,000.

I recommend approval of this item.

Attachments: 1. MOA with the Mississippi Department of Transportation (MDOT)

STP-9147-00(001)LPA / 109453-701000
Old Hwy 49 Pedestrian Improvements
Gulfport, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Gulfport (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct pedestrian improvements along Old Hwy 49, and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately $160,000.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor,

construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled “The Mississippi Employment Protection Act,” as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other

public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is

responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

18. The LPA process is a reimbursement process, and as such if an LPA is found to have requested reimbursement prior to payment made the LPA will be held in violation of the intent of this MOA. If an LPA is found to be in violation then the LPA will be subjected to a higher level of scrutiny in review of their financial documents, and may be required to submit additional documentation. The LPA may be subjected to loss of federal funds if found in violation of the LPA reimbursement process.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel

any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty- five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Billy Hewes, Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5700
Fax: (228) 868-5800

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
Chuck Starita, PE
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Wayne E. Miller, PE
Director of Public Works and Engineering
P.O. Box 1780
Gulfport, MS 39502
Phone: (228) 868-5740
Fax: (228) 214-2238

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the_____day of_____, 20____.

City of Gulfport

_____

Billy Hewes, Mayor

Attested:

_____

(Appropriate clerk etc.)

So agreed this the_____day of_____, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

_____

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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 AUTHORIZING, *NUNC PRO TUNC,* NON-RENEWAL OF "MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE" AND AUTHORIZING MAYOR TO GIVE TO HARRISON COUNTY WRITTEN NOTICE OF THE CITY'S INTENT NOT TO RE-NEW THE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, pursuant to authorization granted in that certain resolution dated February 16, 1993, the City of Gulfport entered into a Memorandum of Interlocal Cooperation Agreement (hereinafter "Agreement") with Harrison County, Mississippi, concerning the provision of ambulance services within the City of Gulfport (see Exhibit "A" attached which contains, collectively, the Resolution and the Agreement) ; and

WHEREAS, under the terms of the aforementioned Agreement, the County agreed to provide ambulance service to the areas contained within the First Judicial District of Harrison County (which includes the City of Gulfport) pursuant to an "Ambulance Ordinance" adopted by the County and which is an exhibit to the Agreement attached hereto; and

WHEREAS, the Agreement by its own terms provides that it may be terminated at the end of each annual renewal period upon provision of written notice by one party to the other of its intention not to renew the Agreement sixty (60) days or more prior to the annual renewal date of the Agreement (renewal date is October 1); and

WHEREAS, the City of Gulfport desires to investigate other options for the provision of emergency medical services/ambulance services to the citizens of the City of Gulfport (which options may include operation of its own service, direct contract with a private ambulance service, contract through the county with a private ambulance service) and believes that vigorous investigation of such options by the City of Gulfport is and will be in the best interest of the City of Gulfport; and

WHEREAS, in order to begin operation of the City owned service, it is necessary that the City of Gulfport terminate the Agreement pursuant to the provisions therein for termination; and

WHEREAS, authority granted herein is in accord with discussions held by the governing authorities of the City of Gulfport on July 18, 2023.

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 Mayor be and he is hereby authorized, *nunc pro tunc* to July 28, 2023, to provide and convey to the Harrison County Board of Supervisors written notice of the City's intent not to renew the Agreement. .

Section 3. Should it become necessary based on the development of facts and circumstances, the Mayor be and he is hereby authorized to seek and obtain an extension of the Agreement with the County beyond its present termination date through and including December 31, 2023, and to seek and obtain an extension of an agreement with a private ambulance service to bridge any gap in time between the termination date and the initial date of operation of the City's ambulance service, along with authority to execute any and all documents necessary to effectuate such extensions..

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 according to law, *nunc pro tunc* to July 28, 2023.

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

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 SELECTION OF VOLKERT, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE LANDON ROAD IMPROVEMENTS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to widen Landon Road in the City of Gulfport from US Highway 49 to Coleman Road to five (5) lanes including railroad and intersection improvements; and

WHEREAS, construction engineering and inspection services, including but not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed; and

WHEREAS, pursuant to authority of the City Council, the City solicited proposals for the provision of the services and received proposals from three (3) vendors; and

WHEREAS, after thorough evaluation of the three (3) proposals received, the selection committee and the purchasing manager recommend that the City select Volkert, Inc., and enter into contract negotiations with Volkert for the said work, with a final form of contract to be presented to the City Council for approval; and

WHEREAS, the Council finds it is in the best interest of the City to select and enter into contract negotiations with Volkert, Inc., in connection with construction engineering and inspection services for the Landon Road Improvements Project.

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 selection of and entry into contract negotiations with Volkert, Inc., be and the same is hereby approved, and that, at the completion of successful negotiations, a final form of contract shall be presented to the City Council for approval.

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

PURCHASING DEPARTMENT

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

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

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: July 24, 2023

RE: Construction Engineering & Inspection (CE&I) of Landon Road from Coleman Road to US Highway 49

On July 16, 2023, the selection committee reviewed the consultants on the MDOT Master Contract List.

On July 21, 2023, the committee met to discuss, review and assign final grades. The grading scores are attached.

Based on the results of the grading criteria, it is purchasing recommendation to enter into negotiations with Volkert for the CE&I of the reconstruction of Landon Road.

Thank you for your consideration.

Grading Criteria	Garver, LLC	Michael Baker Int.	Volkert
1. Experience in performing the type of work outlined in the Scope of Work.	51	51	58
2. The qualifications of the principals and professionals to be assigned	59	58	60
3. The Consultant's experience in working with projects involving public funding	60	60	60
4. The extent of in-house capabilities of the firm;	57	57	58
5. The consultant's size and capability of staff to perform this work with an expedited progress schedule, considering the firm's current work load.	59	59	59
Total Score	286	285	295

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 AGREEMENT WITH MILLER ICE MACHINE CO., AND FOR RELATED PURPOSES

WHEREAS, the City's Department of Public Works has three (3) ice machines located at the department's building on Hewes Avenue which require regular cleaning and periodic maintenance and/or repairs; and

WHEREAS, Miller Ice Machine Co. has proposed to provide the required cleaning and maintenance for the total annual sum of $1,140.00 with repairs to be charged based on the cost of parts and labor more fully described in the Memorandum of Public Works Director Wayne Miller which is attached hereto as Exhibit "A"; and

WHEREAS, Miller Ice Machine Co. has provided a Service Agreement to the City in connection with the aforementioned services and the same is attached hereto as a part of Exhibit "A" hereto; and

WHEREAS, approval of the said Service Agreement for the described services 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 Agreement between the City and Miller Ice Machine Co. for the services described herein be and the same is hereby approved, and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. 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 AND ENGINEERING

To: Mayor and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

Date: 07/13/2023

Re: **Recommendation to Approve Service Agreement – Miller Ice Machine, Co.**

The Department of Public Works is requesting Council approval to enter into the attached Service Agreement with Miller Ice Machine Co. for the period of August 9, 2023 through August 8, 2024. This agreement will be used to service three (3) ice machines located at the Public Works Facilities at 4050 Hewes Avenue.

The scope of this Service Agreement will include cleaning of the three (3) ice machine every six (6) months or more frequently as needed, and quarterly changing of filters. These services can be provided at an annual cost of $1,140.00.

Any parts or labor needed for repairs would be charged separately and cost will be determined based on item(s) needed and labor involved.

This agreement shall be effective on the date of agreement signing (effective date) and will end one (1) year from the effective date. At the end of the initial term of the agreement, the agreement will automatically renew for a new term unless informed of cancellation.

No additional funds are needed at this time. The cost for this agreement will be funded from the existing Public Works FYE 2023 budget.

I recommend approval of this agreement.

Attachments: 1) Service Agreement

SERVICE AGREEMENT

PARTIES

- This Service Contract Agreement (hereinafter referred to as the "Agreement") is entered into on _____ (the "Effective Date"), by and between **Miller Ice Machine CO.**, with an address of **319 Teagarden Rd. Gulfport, MS 39507**, (hereinafter referred to as the "Service Provider") and **City of Gulfport**, with an address of **Department of Public Works**, (hereinafter referred to as the "Client") (collectively referred to as the "Parties").

LIST OF SERVICES PROVIDED AND THEIR PRICES

- During the period of this Agreement, the Service Provider shall have the responsibility to perform and provide the following services (hereinafter referred to as "**Services**"):

    1. Cleaning Machines every 6 Months or more frequently as needed (3 machines- 6 cleans per year) - Price: $1,140.00
    2. Changing Filters Quarterly - Price: N/A
    3. Service for Parts (If a machine breaks down) Price: Unknown (Would vary depending on what parts it would need and labor involved.)

INVOICES

- The Parties agree that the invoiced amounts must be paid within 60 days after the Client receives the invoice.

TERM OF AGREEMENT

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "**Effective Date**") and will end on _____.

- At the end of the term of the Agreement, it will be automatically renewed for a new term unless informed of cancellation.

RELATIONSHIP OF THE PARTIES

- The Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

ASSIGNMENT

- The Parties are not entitled to assign the responsibilities that they have under this Agreement to anyone else, unless both Parties agree to the assignment and provide such agreement in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

SERVICE PROVIDER	CLIENT
Name: Miller Ice Machine	Name:
Signature:	Signature:
Date: 7/13/23	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 AMENDMENT NO. 1 TO THE MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE, AND FOR RELATED PURPOSES

WHEREAS, in 1993, the City of Gulfport and Harrison County entered into an Interlocal Cooperation Agreement for the provision of ambulance services within the City of Gulfport; and

WHEREAS, by mutual agreement, the City of Gulfport and Harrison County desire to amend the said Interlocal Agreement to adjust the provisions thereof concerning the duration of the Agreement; and

WHEREAS, a proposed AMENDMENT NO. 1 TO MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE is attached hereto as Exhibit "A".

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

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

SECTION 2. That the Amendment No. 1 to MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE be and the same is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be in full force and effect upon passage. It shall be shall be spread on the minutes of the Gulfport City Council.

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

AYES	**NAYS**	**ABSENT**

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

HARRISON COUNTY, FIRST JUDICIAL DISTRICT

STATE OF MISSISSIPPI

AMENDMENT NO. 1

TO MEMORANDUM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT FOR THE PROVISION OF AMBULANCE SERVICE

This Amendment is attached to, made a part of, and incorporated by reference into the "Memorandum of Interlocal Cooperation Agreement Between Harrison County and the City of Gulfport for the Provision of Ambulance Service" (hereinafter, "the Agreement"), executed in 1993 by the City of Gulfport, Mississippi and Harrison County, Mississippi regarding the provision of ambulance services, also generally referred to as "emergency medical services" or "EMS," as more fully described therein. The Agreement is in need of amendment in order to provide that the term of such Agreement shall now be January 1 to December 31 of each calendar year instead of October 1 to September 30, as more fully described below:

1. Amend and replace the entirety of Paragraph 2 on page three (3) of the Agreement to now say the following:

   "2. **Duration of Agreement**: This Agreement shall be in effect for a term commencing thirty (30) days after date of final execution hereof by the City and County and shall continue down through September 30, 1993, and thereafter shall be automatically renewed on an annual basis unless either party shall officially act to terminate the Agreement, and shall give written notice to the other party of its intention not to renew said Agreement sixty (60) days or more prior to the annual renewal date hereof. From initial effective date of the Agreement through, October 1, 2022, the renewal date shall be on October 1 until terminated. The duration of the Agreement for the October 1, 2022, through September 30, 2023, term shall be extended through and until December 31, 2023, and thereafter this Agreement shall be on a term of January 1 through December 31 of the same calendar year and the renewal date for such extended term and each annual (one-year) term thereafter shall be on January 1 of each succeeding year until terminated. The Agreement shall be automatically renewed on an annual basis unless either party shall officially act to terminate the Agreement, and shall give written notice to the other party of its intention not to renew said Agreement sixty (to) days or more prior to the annual renewal date hereof."

2. No other changes to the original Agreement are made with this Amendment No. 1.

This AMENDMENT NO. 1 is hereby made a part of and incorporated into the Agreement, approved and executed by the parties in 1993 and is effective once executed by both parties below, with the effective date of last referenced signature hereto.

IN WITNESS whereof, the parties hereto have made and executed this Amendment No 1, as of this _____ day of August, 2023.

CITY OF GULFPORT, MISSISSIPPI

BY:_____
BILLY HEWES, MAYOR OF
CITY OF GULFPORT, MISSISSIPPI

DATE:_____

ATTEST:_____
RASHIDA BELL, CITY CLERK

HARRISON COUNTY, MISSISSIPPI

BY:_____
REBECCA POWERS, PRESIDENT OF
HARRISON COUNTY BOARD OF
SUPERVISORS

DATE:_____

ATTEST:_____
JOHN MCADAMS, CHANCERY CLERK

Memorandum – City of Gulfport
PUBLIC WORKS AND 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 to the City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

WEM

Date: July 12, 2023

Re: **Recommendation to Approve the Second Amended and Restated Grant Agreement – Gulf Coast Restoration Fund Program – Flood Control and/or Drainage for the Forest Heights Project (GCRF-21-31)**

Attached for your consideration is the Mississippi Development Authority (Gulf Coast Restoration Fund Program) – Second Amended and Restated Grant Agreement for the above referenced project. This agreement reappropriated $2,100,000 from the 2022 funding year to 2023.

I recommend approval of this item.

Attachments: 1. Mississippi Development Authority, Gulf Coast Restoration Fund Program – Second Amended and Restated Grant Agreement

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 "SECOND AMENDED AND RESTATED GRANT AGREEMENT" WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE GULF COAST RESTORATION FUND GRANT ASSOCIATED WITH THE FOREST HEIGHTS IMPROVEMENTS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the Governing Authority for the City of Gulfport, Mississippi, previously approved a Grant Agreement with Mississippi Development Authority on December 21, 2021, associated with funding from the Gulf Coast Restoration Fund of the State of Mississippi in the total amount of $2.1 million dollars to go toward the Forest Heights Improvements Project; and

WHEREAS, it is necessary to re-appropriate the funding from the 2022 funding year to the 2023 funding year; and

WHEREAS, the Mississippi Development Authority has now presented to the City a proposed "Second Amended and Restated Grant Agreement" involving the same project and concerning said re-appropriation, a copy of which is attached hereto as Exhibit A, and approval of the same is in the best interest of the City of Gulfport, subject to subsequent approval by the City's Governing Authority with respect to allocation and commitment of municipal funds for this Project.

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 Seconded Amended Grant Agreement attached hereto as Exhibit "A" be, and the same is approved in substantially the form as presented, subject to its authority as a political subdivision under Mississippi Law and also subject to subsequent approval by the City's Governing Authority with respect to allocation and commitment of municipal funds for this Project, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport with amendment to Item 4 in Annex "A" to this "Amended and Restated Grant Agreement" to state that the City's commitment of municipal funds is subject to approval of the City's Governing Authority.

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

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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

MISSISSIPPI DEVELOPMENT AUTHORITY

GULF COAST RESTORATION FUND PROGRAM

SECOND AMENDED AND RESTATED GRANT AGREEMENT

City of Gulfport
Harrison County, Mississippi
GCRF-21-31

This Second Amended and Restated Grant Agreement ("Agreement")**,** dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Gulfport as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1*,* Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 20 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million, One Hundred Thousand Dollars ($2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million, One Hundred Thousand Dollars ($2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million, One Hundred Thousand Dollars ($2,100,000) to assist the City of Gulfport with its Flood Control and/or Drainage for the Forest Heights Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and

b. funds appropriated by the Mississippi Legislature; and

c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and

d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and

b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and

c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and

d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and

e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to

prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and

c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and

d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and

e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and

f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.

b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

(1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or

(2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

(1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally

(2) by the validity of any particular remedy.

b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.

c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.

d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.

g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.

i. The Entity represents and warrants that it will further the purposes of the Act.

j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.

k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.

l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.

o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.

b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

a) certified mail, postage prepaid;

b) prepaid overnight delivery; or

c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.

b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.

c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.

d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.

e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.

g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY (ACTING FOR AND ON BEHALF OF THE STATE OF MISSISSIPPI)

By:_____
Laura Hipp, Deputy Executive Director

ATTEST:

_____
Sarah Wright, Bureau Manager

CITY OF GULFPORT

By:_____
Mayor Billy Hewes

ATTEST:

_____

Title:_____

Annex A
to
Second Amended and Restated Grant Agreement

Item 1- **Name of Entity:** City of Gulfport

Item 2A- **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Gulfport with flood control and drainage costs and other eligible expenditures as approved by MDA at the approved project site located at the Forest Heights subdivision within the Turkey Creek Basin in Gulfport, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

Item 2B- **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3- **Grant Amount:** $2,100,000

Item 4- **Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million, One Hundred Thousand Dollars ($2,100,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least Four Million, Seven Hundred Thousand Dollars ($4,700,000) in local funds and will allocate a Twelve Million, Five Hundred Thousand Dollar ($12,500,000) federal US Army Corps of Engineer grant for a total of Seventeen Million, Two Hundred Thousand Dollars ($17,200,000) to incentivize the development of the project.

Item 5- **Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the design and permitting for the project by June 30, 2024; and (2) The Entity will complete the project by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502
Attention: Mayor Billy Hewes

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____day of _____, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

_____

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

_____

[S E A L]

-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 AUTHORIZING THE CITY OF GULFPORT BY AND THROUGH THE GULFPORT POLICE DEPARTMENT TO ACCEPT THE ALCOHOL AND DRUG IMPAIRED DRIVING GRANT NUMBER AL-2024-ST-21-41, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City's Municipal Police Department, with authorization of the City Council, applied for the Alcohol and Drug Impaired Driving Grant number AL-2024-ST-21-41and now seeks approval to accept the grant funds; and

WHEREAS, the Gulfport Police Department, as more fully set forth in the Memorandum of Police Chief Adam Cooper which is attached hereto as Exhibit "A" (with agreement attached thereto), has been awarded Alcohol and Drug Impaired Driving Grant number AL-2024-ST-21-41 which will assist the Gulfport Police Department in pursuit of certain strategies intended to reduce the number of DUI related injuries and fatalities through increased enforcement and enhanced officer training; and

WHEREAS, acceptance of the grant requires execution of certain documents, including the documents attached as a part of Exhibit "A" which must be signed by various city officials to effectuate the City's acceptance of the grant. .

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

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

Section 2. That the City of Gulfport, by and through the City's Police Department, be and it is hereby authorized to accept the Alcohol and Drug Impaired Driving Grant number AL-2024-ST-21-41 in the amount of $7,615.04, the details of which are more fully set forth in the Memorandum from the Police Chief Adam Cooper attached hereto as Exhibit "A" and that the Mayor and Chief of Police be, and they hereby are, authorized to execute the any and all documents as may be required to effectuate the City's

acceptance of the grants, including but not limited to the documents attached hereto as a part of Exhibit "B".

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

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

AYES	**NAYS**	**ABSENT**

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

To: Mayor Billy Hewes
From: Chief Adam Cooper, Gulfport Police Department
Date July 24, 2023
Re: Permission to Accept FY 2023 Alcohol and Drug Impaired Driving Grant

---

Subject: <u>Permission to accept FY 2024 Alcohol Grant Number 154AL-2024-ST-21-41 in the amount of $7,615.04.</u>

Your permission is requested to accept the grant identified above. The Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety awarded the grant to the police department in an effort to reduce the number of D.U.I. related injuries and fatalities through increased enforcement and enhanced officer training. The grant provides funding for 100% of the overtime. The goal of this project is to prevent injuries and fatalities thereby making streets of Gulfport safer.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL

MISSISSIPPI
Office of Highway Safety

July 19, 2023

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: **154AL-2024-ST-21-41**
Funding Source and Title: **154 Alcohol**

Dear Billy Hewes:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Gulfport/ Gulfport Police Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 154 Alcohol funding, in the amount of **$7,615.04** pending final review and approval by NHTSA in the FY24 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023**. Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal, vacation, sick, holiday, and military leave)

9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2023–September 30, 2024)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
152 Watford Parkway Drive
Canton, Mississippi 39046

Please feel free to contact me at 601.391.4912 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Princella Henry, Impaired Driving Division Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY24 MOHS GRANT AGREEMENT

MS Office of Highway Safety
152 Watford Parkway
Canton, MS 39046
Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: **City of Gulfport** **Gulfport Police Department** **2220 15th Street** **Gulfport, MS 39501** Telephone Number: (228) 868-5964 E-Mail: acooper@gulfport.ms.gov	2. Effective Date of Grant: **October 1, 2023** 3. Subgrant Number: **154AL-2024-ST-21-41** 4. Grant Identifier (Funding Source & Year): **154 Alcohol FY24** 5. Beginning and Ending Dates: **October 1, 2023 – September 30, 2024** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. CFDA # - 20.607	8. UEI # - G8SCFJ32K4N5	9. Congressional District: 4
10. A:FAIN #: 69A37520300001540MSA 69A37521300001540MSA	11.A: Initial Federal Award Date: 03/16/2020 01/19/2021	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes **X** No Continuation Grant: **X** Yes ___ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	$7,615.04	(1) Federal	**$7,615.04**		
(2) Personal Services-Fringe	$0.00	(2) State			
(3) Contractual Services	$0.00	(3) Local			
(4) Travel	$0.00	(4) Other			
(5) Equipment	$0.00	Total:	$7,615.04		
(6) Commodities	$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	$0.00	Number of Grants: 2	154AL	402PT	TOTAL
TOTAL	**$7,615.04**	TOTAL:	$7,615.04	$32,669.83	$40,284.87

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:	15. Approved for Sub-Grantee:
Signature Date Name: **Helen Porter** Title:**Office Director, MS Office of Highway Safety**	Signature Date Name: **Billy Hewes** Title: **Mayor, City of Gulfport**

FY24 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part-time that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY24 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Gulfport/Gulfport Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):
The jurisdiction/agency of **Gulfport Police Department** will reduce the number of alcohol related fatalities from 2 in 2020 to 1 by the end of 2024.

The jurisdiction/agency of **Gulfport Police Department** will reduce the number of alcohol related injuries from 5 in 2020 to 4 by the end of 2024.

Performance Measures:
Issue **24** grant funded DUI Arrest in FY24.

Strategies:
Overtime Enforcement
4 Checkpoints
4 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced DUI enforcement:
Drive Sober or Get Pulled Over – Christmas/New Year's
Drive Sober or Get Pulled Over – Labor Day
Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY24 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport/Gulfport Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **6** DUI Arrest during quarter, to reach a goal of **24** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 1st Quarter: $1,903.76

FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **6** DUI Arrest during quarter, to reach a goal of **24** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 2nd Quarter: $1,903.76

FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **6** DUI Arrest during quarter, to reach a goal of **24** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 3rd Quarter: $1,903.76

FY24MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **6** DUI Arrest during quarter, to reach a goal of **24** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 4th Quarter: $1,903.76

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gulfport/Gulfport Police Department			
2. Subgrant Number: 154AL-2024-ST-21-41	3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2023	5. Ending: September 30, 2024
6. Activity: DUI Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. $37.069 per hour X @ approx. 200 hrs = $7,413.80 not to exceed **$7,413.76** Dispatch over-time or regular time above and beyond normal work hours @ approx. $25.16 per hour X @ approx. 8 hrs = **$201.28** **Total Salaries = $7,615.04**	**$7,615.04**		**$7,615.04**
TOTALS		**$7,615.04**		**$7,615.04**

Mississippi Office of Highway Safety

FY24 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the

property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of $5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
   - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - Meals can only be claimed with an overnight hotel stay.
   - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
   - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.

D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal, vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:

- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

• Chair	• Bookcase	• Portable Partition
• Table	• Filing Cabinet	• Picture, Wall Clock
• Shelving	• Floor Covering	• Draperies and Hardware
• Coat Rack	• Office Planter	• Fixed Lighting/Lamp

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475.
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in

accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding $5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  (2) Alcohol testing; and
  (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.),* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each

participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**

2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
   - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
   - ☐ Alcohol/ drug impaired driving violations;
   - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
   - ☐ Any other documented alcohol/ drug related vehicular incidents;
   - ☐ Citation data related to restrained and unrestrained occupants;
   - ☐ Unusual incidents of unbelted crashes/fatalities
   - ☐ Seatbelt/Child restraint violations;
   - ☐ Unusual incidents of teen crashes/fatalities; and
   - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance
(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

   - Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

   - Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

   Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.

2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency <u>is required</u> to provide a copy of the audit to the MOHS.

<u>STATE CERTIFICATION AND ASSURANCE</u>

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state

administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Gulfport - Gulfport Police Dept **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Billy Hewes	Mayor
Print Authorizing Official's Name	Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Gulfport - Gulfport Police Dept **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Billy Hewes	Mayor
Print Authorizing Official's Name	Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Gulfport- Gulfport Police Department
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council
(Governing Body of Unit of Government)

IN THE JURISDICTION_____ **MISSISSIPPI, THIS** _____**Day of**

_____**, 20**_____ **AS**

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Billy Hewes, Mayor is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $ 7,615.04 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Gulfport City Council
(Chairman of Board/Mayor)

Alderman/Councilperson_____offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson_____and, was duly adopted.

Date: _____ **Seal (City/County Seal is required)**

Attest: _____

By: _____
(Blue Ink)

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** City of Gulfport / Gulfport Police Department has authorized and approved **(print designated secondary signatory official name)** Chief Adam Cooper to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Adam Cooper (Designated Secondary Signatory Official) Title: Chief of Police

Organization Name: City of Gulfport / Gulfport Police Department

Mailing Address: 2220 15th Street

City: Gulfport Zip Code: 39501

Telephone Number: (228) 868-5964 Cellular Number: ( )

Email Address: aCooper@gulfport-ms.gov

Signature of Designated Secondary Signatory Official:

Appointed by Authorizing Official: Billy Hewes Date:
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** City of Gulfport / Gulfport Police Department has authorized and approved **(print designated secondary signatory official name)** Deputy Chief Heather Dailey to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Heather Dailey (Designated Secondary Signatory Official) Title: Deputy Chief of Police

Organization Name: City of Gulfport / Gulfport Police Department

Mailing Address: 2220 15th Street

City: Gulfport Zip Code: 39501

Telephone Number: (228) 868-5964 Cellular Number: ( )

Email Address: hdailey@gulfport-ms.gov

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: Billy Hewes Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Billy Hewes	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

4 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 AUTHORIZING THE CITY OF GULFPORT TO ACCEPT NHTSA POLICE TRAFFIC SERVICES GRANT (PT-2023-PT-21-41), AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Police Department, was granted permission and authorization by the City Council to apply for a grant through the State of Mississippi, Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety or funding for personnel services; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a NHTSA Police Traffic Services Grant (PT-2024-PT-21-41) in the amount of $32,669.83 which will provide funding for the costs associated with traffic officers as more fully set forth in the memorandum from Adam Cooper, Police Chief, which is attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor to execute those documents as may be required to accept and administer the grant.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to accept the NHTSA Police Traffic Services Grant (PT-2024-PT-21-41) in the amount of $32,669.83 the details of which are more fully set forth in the Memorandum from Police Chief Adam Cooper, attached hereto as Exhibit "A" and the Mayor and Police Chief be and hereby are authorized to execute any and all documents as may be required to accept and administer the grant, including the document attached hereto as Exhibit "B".

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

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

AYES	**NAYS**	**ABSENT**

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

To: Mayor Billy Hewes
From: Chief Adam Cooper, Gulfport Police Department
Date July 24, 2023
Re: Permission to Accept FY 2024 Police Traffic Services Grant

---

Subject: <u>Permission to accept FY 2024 Police Traffic Services Grant Number PT-2024-PT-21-41 in the amount of $32,669.83.</u>

Your permission is requested to accept the grant identified above. Mississippi Department of Public Safety, Division of Public Safety Planning. Office of Highway Safety awarded the grant to the police department in an effort to improve the use of seatbelt, child restraint and speeding in the city. The grant provides funding for 100% of the overtime and commodities on this project.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL

FY24 MOHS GRANT AGREEMENT

MS Office of Highway Safety
152 Watford Parkway
Canton, MS 39046
Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: **City of Gulfport** **Gulfport Police Department** **2220 15th Street** **Gulfport, MS 39501** Telephone Number: (228) 868-5964 E-Mail: acooper@gulfport.ms.gov	2. Effective Date of Grant: **October 1, 2023** 3. Subgrant Number: **PT-2024-PT-21-41** 4. Grant Identifier (Funding Source & Year): **402 Police Traffic Services FY24** 5. Beginning and Ending Dates: **October 1, 2023 – September 30, 2024** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. CFDA # - 20.600	8. UEI # - G8SCFJ32K4N5	9. Congressional District: 4
10. A:FAIN #: 69A37520300004020MS0 69A37521300004020MS0 69A37522300004020MS0	11.A: Initial Federal Award Date: 02/03/2020 11/10/2020 12/15/2021	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes **X** No Continuation Grant: **X** Yes ___ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	$20,027.83	(1) Federal	**$32,669.83**		
(2) Personal Services-Fringe	$0.00	(2) State			
(3) Contractual Services	$120.00	(3) Local			
(4) Travel	$0.00	(4) Other			
(5) Equipment	$10,320.00	Total:	$32,669.83		
(6) Commodities	$2,202.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	$0.00	Number of Grants: 1	402PT	154AL	TOTAL
TOTAL	**$32,669.83**	TOTAL:	$32,669.83	$7,615.04	$40,284.87

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:	15. Approved for Sub-Grantee:
Signature Date Name: **Helen Porter** Title:**Office Director, MS Office of Highway Safety**	Signature Date Name: **Billy Hewes** Title: **Mayor, City of Gulfport**

FY24 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part-time, contractual service, commodities and equipment that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY24 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Gulfport/GulfportPolice Department

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **GulfportPolice Department** will reduce the number of unbelted fatalities from 3 in 2020 to 2 by the end of 2024.

The jurisdiction/agency of **GulfportPolice Department** will reduce the number of unbelted injuries from 95 in 2020 to 85 by the end of 2024.

The jurisdiction/agency of **GulfportPolice Department** will reduce the number of speed fatalities from 1 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of **GulfportPolice Department** will reduce the number of speed injuries from 118 in 2020 to 95 by the end of 2024.

Performance Measures:

Issue **150** grant funded Seatbelt citations in FY24.

Increase the number of grant funded Child Restraint citations from 17 in FY22 to **23** in FY24.

Issue **759** grant funded Speed citations in FY24.

Strategies:
Overtime Enforcement
4 Checkpoints
4 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day
Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY24 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport/GulfportPolice Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **37** Seat Belt citations during quarter, to reach a goal of **150** for FY2024. Issue a minimum of **5** Child Restraint citations during quarter, to reach a goal of **23** for FY2024. Issue a minimum of **189** Speed citations during quarter, to reach a goal of **759** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 1st Quarter: $8,167.46

FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/GulfportPolice Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **37** Seat Belt citations during quarter, to reach a goal of **150** for FY2024. Issue a minimum of **5** Child Restraint citations during quarter, to reach a goal of **23** for FY2024. Issue a minimum of **189** Speed citations during quarter, to reach a goal of **759** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 2nd Quarter: $8,167.46

FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/GulfportPolice Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **39** Seat Belt citations during quarter, to reach a goal of **150** for FY2024. Issue a minimum of **8** Child Restraint citations during quarter, to reach a goal of **23** for FY2024. Issue a minimum of **192** Speed citations during quarter, to reach a goal of **759** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 3rd Quarter: $8,167.45

FY24MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport/GulfportPolice Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **37** Seat Belt citations during quarter, to reach a goal of **150** for FY2024. Issue a minimum of **5** Child Restraint citations during quarter, to reach a goal of **23** for FY2024. Issue a minimum of **189** Speed citations during quarter, to reach a goal of **759** for FY2024. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 4th Quarter: $8,167.46

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gulfport/GulfportPolice Department			
2. Subgrant Number: PT-2024-PT-21-41	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2023	5. Ending: September 30, 2024
6. Activity: Police Traffic Services Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. $40.39 per hour X @ approx. 457 hrs = **$18,458.23** Dispatch over-time or regular time above and beyond normal work hours @ approx. $26.16 per hour X @ approx. 60 hrs = **$1,569.60** **Total Salaries = $20,027.83**	**$20,027.83**		**$20,027.83**
Contractual Services	Shipping Cost = **$120.00** **Total Contractual = $120.00**	**$120.00**		**$120.00**
Commodities	Kustom Raptor RP-1 Mounting Kit x 3 @ approx. $545.00 each = **$1,635.00** Stalker II Locking Holster x 3 @ approx. $189.00 each = **$567.00** **Total Commodities = $2,202.00**	**$2,202.00**		**$2,202.00**

Equipment	Kustom Raptor Dual Radars x 3 @ approx. $2,045.00 each = **$6,135.00** Stalker II Stationary Radar Handheld x 3 @ approx. $1,395.00 each = **$4,185.00** **Total Equipment = $10,320.00**	**$10,320.00**		**$10,320.00**

TOTALS	**$32,669.83**		**$32,669.83**

Mississippi Office of Highway Safety

FY24 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the

property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of $5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
   - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - Meals can only be claimed with an overnight hotel stay.
   - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
   - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.

D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal, vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:

- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

• Chair	• Bookcase	• Portable Partition
• Table	• Filing Cabinet	• Picture, Wall Clock
• Shelving	• Floor Covering	• Draperies and Hardware
• Coat Rack	• Office Planter	• Fixed Lighting/Lamp

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475.
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in

accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding $5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  (2) Alcohol testing; and
  (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.),* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each

participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES
Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**

2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
   - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
   - ☐ Alcohol/ drug impaired driving violations;
   - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
   - ☐ Any other documented alcohol/ drug related vehicular incidents;
   - ☐ Citation data related to restrained and unrestrained occupants;
   - ☐ Unusual incidents of unbelted crashes/fatalities
   - ☐ Seatbelt/Child restraint violations;
   - ☐ Unusual incidents of teen crashes/fatalities; and
   - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance
(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

   - Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

   - Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

   Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.

2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency <u>is required</u> to provide a copy of the audit to the MOHS.

<u>STATE CERTIFICATION AND ASSURANCE</u>

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state

administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, Gulfport Police Department **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Billy Hewes	Mayor
Print Authorizing Official's Name	Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, Gulfport Police Department **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Billy Hewes	Mayor
Print Authorizing Official's Name	Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Gulfport- Gulfport Police Department
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council
(Governing Body of Unit of Government)

IN THE JURISDICTION_____ **MISSISSIPPI, THIS** _____**Day of**

_____**, 20**_____ **AS**

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Billy Hewes, Mayor is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $ 32,669.83 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Gulfport City Council
(Chairman of Board/Mayor)

Alderman/Councilperson_____offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson_____and, was duly adopted.

Date: _____ **Seal (City/County Seal is required)**

Attest: _____

By: _____
(Blue Ink)

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** City of Gulfport / Gulfport Police Department has authorized and approved **(print designated secondary signatory official name)** Chief Adam Cooper to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Adam Cooper (Designated Secondary Signatory Official) Title: Chief of Police

Organization Name: City of Gulfport / Gulfport Police Department

Mailing Address: 2220 15th Street

City: Gulfport Zip Code: 39501

Telephone Number: (228) 868-5964 Cellular Number: ( )

Email Address: aCooper@gulfport-ms.gov

Signature of Designated Secondary Signatory Official:

Appointed by Authorizing Official: Billy Hewes Date:
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** City of Gulfport / Gulfport Police Department has authorized and approved **(print designated secondary signatory official name)** Deputy Chief Heather Dailey to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Heather Dailey (Designated Secondary Signatory Official) Title: Deputy Chief of Police

Organization Name: City of Gulfport / Gulfport Police Department

Mailing Address: 2220 15th Street

City: Gulfport Zip Code: 39501

Telephone Number: (228) 868-5964 Cellular Number: ( )

Email Address: hdailey@gulfport-ms.gov

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: Billy Hewes Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	**Date**
Billy Mewes	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of August, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2023 PORT CITY BOWL, AND FOR RELATED PURPOSES

WHEREAS, the Port City Bowl, a season kick off night of football featuring Gulfport High School and Harrison Central High School and two other regional high schools, scheduled to be played on August 25, 2023, and expected to draw approximately 10,000 persons to the City of Gulfport and its environs; and

WHEREAS, the City of Gulfport receives priceless advertising of its opportunities, possibilities and resources as a result of the Port City Bowl, which is hoped to become an annual event hosted, in alternating years, by Gulfport High School and Harrison Central High School; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to show appreciation and promote the City of Gulfport to individuals from around the State who attend the two football games; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of $3,500.00 to support the Port City Bowl serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of Three Thousand Five Hundred Dollars ($3,500.00), via special check (if necessary), payable to the Gulfport School District for the 2023 Port City Bowl to be used to advertise the event and the City of Gulfport for the reasons set forth in the Preamble hereto.

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

YEAS: **NAYS:** **ABSENT:**

WHEREUPON the President declared the motion carried and the Resolution adopted, this the ____ day of August, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

Clerk of Council **President**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of August, 2023.

APPROVED:

_____

Mayor

Gulfport School District
Athletic Department

8/1/23

City of Gulfport
PO Box 1780
Gulfport, Mississippi 39502
Attn: Brittany Rodgers

Invoice:

- For Sponsorship of the 2023 Port City Bowl. The Port City Bowl is the annual kickoff of high school football in Gulfport, Mississippi. This year's contests match Harrison Central vs. Ridgeland and Gulfport vs. Gautier. Milner Stadium $3,500

Please remit payment to:

Gulfport Athletic Department
100 Perry Street
Gulfport, Mississippi 39507

The Gulfport School District greatly appreciates your continued support of Gulfport Athletics.

Sincerely,

Matt Walters

228.896.9411 · 228.897.6035 fax
100 Perry Street · Gulfport, MS 39507

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 ZETA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, 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, on May 16, 2023, on June 6, 2023, on July 5, 2023, and on July 18, 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 Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper

as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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, on May 16, 2023, on June 6, 2023, on July 5, 2023, and on July 18, 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

Budget Amendment – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

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

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

Date: 07/18/2023

Re: **Budget Amendment to Fund Streetlight Pole Purchases** WEM

FROM	TO	AMOUNT
General Fund	325-624601 (Repairs & Maintenance)	$200,000.00
	TOTAL	**$200,000.00**

The Department of Public Works is requesting approval to transfer $200,000.00 from the General Fund to the Engineering Repairs and Maintenance account listed above. This account is the account used for streetlight repairs and supplies.

For Fiscal Year 2023, $500,000.00 was allocated for streetlight repairs and maintenance. In February, we noticed we'd need additional funds (as expected due to price increases throughout the industry), and moved $150,000.00 from the Streets and Traffic Lighting account, which is generally used exclusively to pay power bills for streetlights. To date, we've spent or encumbered $637,000.00, leaving a balance of $13,000.00.

Several streetlights are in dire need of repair or replacement; we have lamps, bases, and other streetlight supplies, but no poles for the replacements. These poles are quite expensive and in order to purchase them, we will need to add funds to the referenced account. It is worth noting that although poles were ordered in December 2022, the actual ship date for that order is October 2023; due to the long lead times for shipment of the poles, we need to order immediately rather than waiting until new fiscal year funds are available.

I hereby recommend this budget amendment.

Memo

Gulfport Police Department

To: Todd Harmon, Director of Finance

Cc: Adam Cooper, Chief of Police

From: April Gingerella, Grants Coordinator

Date: July 24, 2023

Re: Budget Amendment

Police Traffic Services

Grant Identifier: PT-2024-PT-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: Janniece James 601-977-3700

Line Item	Amount Awarded	Revenue
214-600400-Overtime	20,027.83	
214-630100- Capital ($12,522.00) / Shipping ($120.00)	12,642.00	
010-214-450100- Revenue		32,669.83
Totals	**32,669.83**	**32,669.83**

Please place this item on the next City Council Agenda meeting, so that these funds may be expended according to all local, state and federal regulations.

Your consideration of this request is greatly appreciated.

Memo

Gulfport Police Department

To: Todd Harmon, Director of Finance

Cc: Adam Cooper, Chief of Police

From: April Gingerella, Grants Manager

Date: July 24, 2023

Re: Budget Amendment

Alcohol DUI Enforcement (154AL)

Grant Identifier: 154AL-2024-ST-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: Janniece James 601-977-3700

Line Item	Expenses	Revenue
214-600400-Overtime	$7,615.04	
010-214-450100- Revenue		$7,615.04
Totals	**$7,615.04**	**$7,615.04**

Please place this item on the City Council Agenda meeting.

AMENDMENT NO. 1

TO AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement for Sheltering Services (hereinafter, "the Agreement"), dated August 5, 2020, between the City of Gulfport, Mississippi, and the Humane Society of South Mississippi, concerning the provision of sheltering services with respect to animals within the City of Gulfport, as more fully described therein. The Agreement is in need of amendment in order to extend the term of the Agreement for one month (through September 30, 2023) in order to have the agreement be consistent with the fiscal year, as indicated below:

1. Amend Paragraph 2 of the Agreement to change the termination date of the Agreement from August 31, 2023, to September 30, 2023. All other provisions of the Agreement shall remain in full force in effect through September 30, 2023.

This AMENDMENT NO. 1 is hereby made a part of and incorporated into the Agreement, dated August 5, 2020, as though originally included therein.

IN WITNESS whereof, the parties hereto have made and executed this Amendment No 1, as of this 6 day of July, 2023.

CITY OF GULFPORT

BILLY HEWES, MAYOR

HUMANE SOCIETY OF SOUTH MISSISSIPPI

LORI WEST, CHIEF EXECUTIVE OFFICER

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

MEMORANDUM OF AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENT WITH SPORTS FACILITIES ADVISORY, LLC

THIS MEMORANDUM OF AMENDMENTS (herein "**Amendment**") is made and executed on the date(s) hereinafter set forth, by and between the **City of Gulfport, Mississippi** (herein the "**City**") under authority and approval of its Governing Authority, and **SPORTS FACILITIES ADVISORY, LLC** (herein the "**Contractor**").

W I T N E S S E T H T H A T:

WHEREAS, in February 2023, the City entered into a Professional Services Agreement with Contractor entitled "Services Agreement" ("Contract" or "original Contract"), whereby Contractor was to provide various professional services to City, to include professional services associated with the study, evaluation, and presentation of substantiated findings / conclusions and recommendations concerning privatization of all or parts of the services and operations currently within the City's "Department of Leisure Services," to include, but not be limited to, operation and maintenance of the City's Sportsplex facilities; and

WHEREAS, the existing original Contract provides that it may be amended or modified by written document signed by the City and Contractor; and

WHEREAS, the City finds there is a need at this point to retain and utilize the services of Contractor for additional work with respect to a more detailed financial analysis of the City's Sportsplex facility and associated operation and that the agreement should be amended to increase the scope of services to be provided and to increase the amount of compensation to be

paid to Contractor under the original February 2023 Contract, and the parties mutually agree to the corresponding needed amendment to the Contract in view of the increase in the scope of services and the total amount of compensation as set forth herein.

NOW THEREFORE, for the mutual benefits and consideration from each party to the other, it is hereby covenanted and agreed that the Contract (the Professional Services Agreement) be, and hereby is, amended as follows, to-wit:

1. Paragraph "2." on page 2 of the Contract under the title of "**Scope of Services**" is fully amended to now read and state the following:

    2. **Scope of Services**: For the amount of $30,000, Client is engaging Consultant to provide the services set forth in Exhibit A attached hereto and Consultant is agreeing to provide the services set forth in Exhibit A attached hereto. For the additional amount of $55,500, Client is also engaging Consultant to provide the services set forth in Exhibit "B," and Consultant is agreeing to provide the services set forth in Exhibit "B" attached hereto.

2. Paragraph "3." on page 2 of the Contract under the title of "**Period of Performance**" is fully amended to now read and state the following:

    3. **Period of Performance**: The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of the services described in Exhibit A and Exhibit B but in no case shall be past October 16, 2023. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant's hourly rates.

3. Paragraph "10." on page 3 of the Contract under the title of "**Compensation**" is fully amended to now read and state the following:

    10. **Compensation**: Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms, it being understood by and among the parties that payment will only be made upon receipt of services / deliverables and not in advance thereof:

        <u>Payment Terms – Exhibit A ($30,000.00)</u>

- Payment 1 – (50%) $15,000.00: Due within thirty (30) days of execution of Agreement after commencement of work..
- Payment 2 – (30%) $9,000.00: To be invoiced and paid to Consultant by Client upon presentation of the draft Opportunity Assessment to Client. Copy of the draft deliverable(s) to be delivered to Client only upon payment.
- Payment 3 – (20%) $6,000.00: To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered to Client only upon payment.

Payment Terms – Exhibit B ($55,500.00): Consultant will separately invoice Client for the following payments in connection with Consultant's performance and provision of services as described and set out in the "Scope of Services" attached hereto as Exhibit "B."

- Payment 1 – $18,500.00: Due within thirty (30) days of execution of "Memorandum of Amendments" after commencement of work set out in the "Scope of Services" attached as Exhibit "B."
- Payment 2 – $18,500.00: Due within thirty-one (31) days, but not later than sixty (60) days of execution of the "Memorandum of Amendments."
- Payment 3 –$18,500.00: Due within sixty-one (61) days, but not later than ninety (90) days of execution of the "Memorandum of Amendments."

- Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
- Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
- Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee.

In the event Client fails to make any payments when due, interest will be charged on the unpaid total at the maximum rate allowed under state law. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice.

4. Paragraph "12." shall be added to the Contract under the title of "**Termination**" as set out below:

12. **Termination**. This agreement can be terminated by any party upon thirty (30) days written notice to the other party. Any monies owed under this amended Contract shall be paid for services provided up to and including the date of receipt of written notice of termination. Services provided after date of receipt of written notice of termination will be paid upon agreement of all parties.

5. Paragraph "13." shall be added to the Contract under the title of "**Default**" as set out below:

13. **Default**.

(1) The occurrence of any of the following events shall constitute default ("event of default") by Consultant under this Contract, to-wit:

(a) Consultant's failure to comply with any term, provision, or covenant of this Contract, continuing for a period of fifteen (15) days after written notice thereof to Consultant, except as specifically provided for herein to the contrary. In such case, the Client shall notify Consultant in writing identifying the term, provision, or covenant of this Contract that Consultant has failed to comply with, and Consultant shall have fifteen (15) days from the date of such notice to cure the same. Should Consultant still fail to comply thereof, the Client may terminate this Contract.

(b) Consultant's filing of a petition seeking bankruptcy protection, or being adjudged insolvent.

(2) In the event of Consultant's default, without waiving any other rights and without any notice or demand whatsoever, the Client may take any one or more of the actions available at law or in equity, including specific performance by Consultant as to its covenants and obligations under this Contract. Consultant shall be liable to the Client for reasonable attorneys' fees and expenses which the Client may reasonably incur to enforce Consultant's obligations under this Contract.

6. Paragraph "14." shall be added to the Contract under the title of "**Default**" as set out below:

14. NO LEASE OR OPERATING AGREEMENT. This Contract does not constitute a lease, nor does this Contract amount to or an agreement to operate and/or maintain any facility owned or maintained by the Client, and the right of possession of all such facilities and related premises and properties shall at all times remain with the Client.

7. Paragraph "15." shall be added to the Contract under the title of "**Indemnity; Hold Harmless**" as set out below:

15. INDEMNITY; HOLD HARMLESS. Consultant agrees to fully indemnify, hold harmless, and defend the Client, its elected officials, employees, servants, and agents from and against any and all losses, claims, damages, penalties, obligations, causes of actions, lawsuits, demands, proceedings, and expenses, including, without limitation, reasonable attorney fees and expenses of defending such claims, arising out of or relating to any of the following:

(a) Any accident, incident, injury or death of person or loss or damage to property arising out of or in any way related to or associated with any activity of Consultant or Consultant's agents, employees, assigns, contractors, patrons, visitors, affiliated persons or corporations, subsidiaries or representatives; and

(b) Any failure on the part of Consultant to perform or comply with any of the terms of this Contract;

In the event of any action, suit or proceeding brought against the Client by reason of any such occurrence hereinabove set forth, Consultant, upon the Client's request, will at Consultant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Consultant and approved by the Client. The obligation by Consultant as aforesaid shall survive any termination of this Contract.

8. Paragraph "16." shall be added to the Contract under the title of "**Liens; Encumbrances**" as set out below:

16. LIENS; ENCUMBRANCES. Consultant shall incur no liens or encumbrances of any type or kind against any real property, fixtures, equipment, materials, lands, personal property, infrastructure, digital media, intellectual property, or other effects owned or under the control of Client, and hereby indemnifies and agrees to hold the Client harmless from any claims or liabilities imposed against any such property or items due to acts or omissions, agreements, or contracts of Consultant, or to labor performed or materials supplied to such property or associated with such items at instance of Consultant or claims thereof. In the event that any liens are enrolled, recorded or noticed to the Client, encumbering any such property, items, or effects, Consultant shall take such action as may be necessary to remove or release the same within thirty (30) days after notice thereof from the Client. If such liens are not removed or released by the end of said period after notice from the Client, the Client may discharge such liens and require reimbursement therefor from Consultant as compensation owed the Client hereunder or as an offset on any monies owed to Consultant herein, or, at its option, the Client may treat the same as an event of default of this Contract and take appropriate enforcement action provided for in this Contract. The Client may further pursue an action for additional or other remedies provided by law or otherwise herein at no prejudice to the Client and without waiver of any other remedies to which the Client may be entitled.

9. Paragraph "17." shall be added to the Contract under the title of "**Assignability**" as set out below:

17. **ASSIGNABILITY.** Consultant acknowledges that the Client is entering into this Agreement in reliance on the unique skill and experience of Consultant. Consultant may not assign or subcontract all or any part of its rights or obligations under this Contract without the prior written consent of the Client. Any change in the control or managing interests of the Consultant, including, without limitation, any transfer or acquisition of a controlling percentage of Consultant's equity or stock, shall constitute an assignment for purposes of this Contract.

10. All other provisions, terms, and conditions set out or otherwise included in the original Contract executed in February 2023, shall continue to be in effect and are not amended or altered by the amendment herein.

THIS MEMORANDUM OF AMENDMENTS is made, dated, executed and signed on the day and dates hereinafter set forth by the officers duly authorized so to act.

City:

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

By:_____
Billy Hewes, Mayor

Attest:_____
Rashida Bell, City Clerk

Dated: July 20, 2023

Contractor:

SPORTS FACILITIES ADVISORY, LLC
600 Cleveland Street, Suite 910
Clearwater, Florida 33755
(727) 474-3845

By:_____
Jason Clement

Its: CEO

Dated: July 20, 2023

EXHIBIT "B"

SCOPE OF SERVICES

For and in exchange of $55,500.00, Consultant will evaluate, create, draft, and provide the following deliverables to the Client prior to expiration of the amended term in this agreement, *i.e.*, October 16, 2023, with respect to the Client's Sportsplex and Goldin Sportsplex facilities in the City of Gulfport, Mississippi (unless otherwise stated, collectively referred to herein as "Facilities"). It is understood and agreed that during the extended term of this agreement, the Consultant shall have right and authority, on the Client's behalf, to negotiate and market the Client's Facilities for baseball / softball tournaments and events for the October 1, 2023, to September 30, 2024, period, and the parties agree this is so that Consultant can provide a comprehensive and genuine pro forma and proposed budget as set forth below for Client:

1. Deliverables:

A. **Model Operating Pro Forma**: The Contractor will provide a detailed pro forma that minimally includes, in addition to what is standard in the industry or profession or otherwise necessary or needed for purposes of a professional services contract to manage, operate, and maintain the noted facilities:

1. **Executive Summary:** This section should provide a brief overview of the entire pro forma, summarizing the key findings and projections.

2. **Revenue Projections:** This section should detail all expected revenue streams. It should minimally include:

a. Sponsorship Opportunities: Detailed projections of potential sponsorship deals, including the expected value of each deal and the likelihood of securing it.

b. User Fee Structures: Detailed projections of revenue from user fees, including the expected number of users and the fee each user will pay.

c. Scheduled Events: Detailed projections of revenue from scheduled events, including the expected number of events, the expected number of attendees, the type of event involved, and the revenue per event.

3. **Cost Projections:** This section should detail all expected costs. It should minimally include:

a. Labor Costs: Detailed projections of labor costs, including the number of employees, hours worked, associated benefits, and wage rates.

b. Maintenance Costs: Detailed projections of the costs of maintaining the Facilities and all parts associated therewith (e.g., vertical constructed facilities/structures/infrastructure, parking lots, turf (artificial), playing surfaces, parking areas, sidewalks, grass (natural), lights, gators / golf carts, mowers, equipment, fencing (all types), common areas, etc.), including both routine maintenance and expected major repairs or upgrades.

c. Safety Mitigation Costs: Detailed projections of the costs of safety inspections and any necessary remediation work.

4. **Net Income Projections:** This section should provide a detailed projection of net income, calculated as total projected revenue minus total projected costs.

5. **Assumptions and Methodology**: This section should detail the assumptions made in creating the pro forma and the methodology used. It should provide enough detail that someone else could recreate the pro forma based on the information provided.

6. **Sensitivity Analysis:** This section should show how changes in key assumptions would affect the projected net income. This could be presented as a series of scenarios (e.g., best case, worst case, most likely case).

The pro forma shall be provided and presented in a clear and easy-to-read format, such as a spreadsheet, with each section clearly labeled. It shall include both detailed tables of figures and narrative explanations of the key findings.

B. **Proposed Budget**: The Contractor shall provide a detailed annual budget for a two-year cycle for the operation and maintenance of the Facilities. This budget shall be based on a October 1-September 30 fiscal year and minimally include the following. If Contractor believes that a different calendar year should be utilized, then the suggested or alternate calendar year can be utilized for purposes of the budget so long as simultaneously accompanied by a written and detailed analysis and justification for the same.

1. Detailed line items for all projected costs and revenues.

2. A narrative explanation of each line item.

C. **Negotiation and Marketing Services**: The Contractor shall provide a detailed report of all negotiation and marketing activities conducted on behalf of the Client. This report shall minimally include:

1. A list of all events and tournaments negotiated or marketed and the details with respect to each (dates, times, number of facilities / fields / resources to be used, specific facilities / fields / resources to be used, amount of setup/prep time and down time for other use of the facilities associated with the event / tournament, etc.) and a description of each type of event / tournament.

2. The terms of each agreement negotiated.

3. An analysis of the expected impact of each agreement on the Client's operations.

D. **Work Product**: The Contractor shall provide all work product associated with the services provided under the Scope of Services in Exhibit "A." This shall minimally include:

1. All reports, analyses, and other documents created as part of the services.

2. Any software or other tools used to perform the services.

Each deliverable should be provided in both hard copy and electronic format. The electronic format should be in a commonly used file format (e.g., .docx, .xlsx, .pdf) that allows for easy review and editing by the Client. The Contractor should also provide any necessary training or support to the Client to understand and use the deliverables.

City:

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

By:_____
Billy Hewes, Mayor

Attest:_____
Rashida Bell, City Clerk

Dated: July 20, 2023

Contractor:

SPORTS FACILITIES ADVISORY, LLC
600 Cleveland Street, Suite 910
Clearwater, Florida 33755
(727) 474-3845

By:_____
Jason Clement

Its: CEO

Dated: July 20, 2023

ENGINEERING SERVICES CONTRACT

Richards Bayou Dredging Project

THIS CONTRACT is made and entered into by and between the ***City of Gulfport***, a body Corporate of the State of Mississippi (the "CITY"), and, ***Covington Civil & Environmental, LLC.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 2300 14th Street, Gulfport, MS 39501, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to perform channel dredging, as provided for in the Richards Bayou Dredging Project, hereinafter called the "PROJECT"; and,

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the CITY; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process with ultimate approval by the Gulfport City Council; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed Richards Bayou Dredging project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the CITY.

THE CITY, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "**Exhibit 2**" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the CITY.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by the CITY and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by the CITY during the course of the CONTRACT.

07182023-11

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as **"Exhibit 2"** and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in **"Exhibit 2"** shall be the primary basis for measurement of performance under this CONTRACT. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The CITY shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "**Exhibit 2**", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the CITY and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in **"Exhibit 3"** to this CONTRACT. Under no circumstances shall the CITY be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "**Exhibit 3**".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the CITY. Each billing shall be submitted on the basis as set forth in **"Exhibit 3"** to this CONTRACT.

If SERVICES are rendered within a given City fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the CITY within 60 days of the end of the City fiscal year.

The CONSULTANT further agrees that CITY or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The CITY shall retain the final 5% of the CONSULTANT's Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the CITY or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The CITY will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the CITY for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the CITY for inspection and review at all reasonable times in the General Offices of the CITY. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the CITY, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by CITY personnel after final acceptance of the work by the CITY, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the CITY for such corrections shall be the responsibility of the CONSULTANT. The CITY shall give the CONSULTANT an opportunity to correct said breach unless (1) the CITY determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the CITY, or (2) the CITY determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the CITY.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the CITY resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the CITY or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the CITY'S option, participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the CITY'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The CITY shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the CITY shall be issued to the CITY by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the CITY.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the CITY prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the CITY any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the CITY.

If the CONSULTANT fails to procure or maintain required insurance, the CITY may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by the CONSULTANT to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due to the CONSULTANT from the CITY.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY.

For breach or violation of this warranty, the CITY shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the CITY, officer, agent, or employee of the CITY, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the CITY to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the CITY upon creation and shall be delivered to the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY.

The CONSULTANT and the CITY intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the CITY owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the CITY, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the CITY may deem necessary to secure for the CITY or its designee the rights herein assigned.

The CITY may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The CITY'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the CITY.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the CITY at no cost to the CITY to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the CITY that it has obtained or granted any and all such licensing prior to presentation of any Work to the CITY under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the CITY.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the CITY, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the CITY, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the CITY and shall also report to the CITY any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Harrison County***, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the CITY be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 4" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 4" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 4".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit.

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist, and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the CITY to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this CONTRACT, the CITY shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the CITY of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The CITY may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the CITY shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the CITY decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the CITY shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the CITY or, if prior approval is impossible, and then notice to the CITY and subsequent review by the CITY which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following

individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:

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

(228) 868-5740
email: wmiller@gulfport-ms.gov

For Technical Matters:

Same

CONSULTANT:

For Contractual Matters:

Benjamin B. Benvenutti, P.E.
Principal Engineer
2300 14th Street
Gulfport, MS 39501
228-396-0486

email: ben@ccellc.us
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors: PE #20740

For Technical Matters:

Same

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable CITY Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 19 day of July, 2023.

CITY OF GULFPORT

_____

Chief Administrative Official, Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the 19 day of July, 2023.

Covington Civil & Environmental, LLC.

BY: _____

Principal Engineer

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Notice to the CONSULTANT
5. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

Covington Civil & Environmental, LLC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Company be included:

NOW THEREFORE BE IT RESOVLED, that Ben Benvenutti is a Principal of *Covington Civil & Environmental, LLC.* (Company) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: _____

TITLE: Principal Engineer

DATE: 7/06/2023

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of July, 2023, within my jurisdiction, the within named Ben Benvenutti who acknowledged that he is Principal of *Covington Civil & Environmental, LLC.,* and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

_____
Notary Public

My Commission Expires:
10/3/2023

Printed Name of Notary:
Jessica Zatopek

STATE OF MISSISSIPPI
JESSICA ZATOPEK
NOTARY PUBLIC
ID No. 100332
Commission Expires
October 3, 2023
HARRISON COUNTY

EXHIBIT 1-B

EVIDENCE OF AUTHORITY

CITY OF GULFPORT, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain City of Gulfport Officials or agents to sign responses, proposals or contracts on behalf of the City of Gulfport be included:

NOW THEREFORE BE IT RESOVLED, that the Honorable Billy Hewes is the Mayor of Gulfport, Mississippi and has full authority to execute proposals, letters, or contracts on behalf of the City of Gulfport.

SIGNATURE: _____

TITLE: Mayor

DATE: July 19, 2023

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 19 day of July, 2023, within my jurisdiction, the within named Honorable Billy Hewes, who acknowledged that he is Mayor of Gulfport, Harrison County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do os.

_____
Notary Public

My Commission Expires: _____

Printed Name of Notary: Rashida Bell

STATE OF MISSISSIPPI
RASHIDA T BELL
ID NO. 92077
Commission Expires
09/30/2025
NOTARY PUBLIC
JACKSON COUNTY

EXHIBIT 2

Scope of Work

PRELIMINARY AND CONSTRUCTION ENGINEERING
CITY OF GULFPORT – RICHARDS BAYOU DREDGING PROJECT

GENERAL DESCRIPTION:

Task 1: Survey

- CONSULTANT shall complete a Hydrographic and Topographic Survey (as needed) for the areas identified on the Retreat Village Dredging Project Master Plan (attached).
- Mississippi 811 will be utilized for all utility locate requests. Prior to collection of the field data (a minimum of 48-hour notice is required) our staff will submit a formal request to Mississippi 811 to have all utilities located. Our staff will collect electronic data (typically limited to horizontal data only) for the utilities located by the utility owners. Our staff cannot guarantee or warrant any locations shown on the drawings for accuracy. We caution the owner to have any utilities that may be in question to be further examined in the field (by means of spot excavation, ground penetrating radar, etc.).
- Any surveying in addition to the scope of work identified in Task 1 will be completed under a supplemental agreement approved by the CITY.

Task 2: Engineering and Construction Document Development

- CONSULTANT shall prepare engineering Drawings and Specifications showing the scope, extent and character of the work necessary to dredge and remove sediment from Richards Bayou.
- CONSULTANT shall prepare preliminary design documents for review and approval by the CITY. The preliminary design will show the existing conditions and proposed dredging cross-section and included preliminary quantities for material to be removed.
- Upon approval of the preliminary design by the CITY, CONSULTANT shall prepare final design and construction documents for review and approval by the CITY.
- CONSULTANT shall furnish five (5) copies of the Construction Documents to the CITY for review and approval.
- CONSULTANT's services under the Design Phase will be considered complete at the earlier of (1) the date when the Construction Document submittal have been accepted by CITY or (2) thirty days after the date when such Construction Document submittal are delivered to CITY for final acceptance.

Task 3: USACE/MDMR Permitting

- CONSULTANT will prepare and submit the required Joint Application and Notification Form to the USACE Mobile District, the Mississippi Department of Marine Resources, and the Mississippi Department of Environmental Quality (MDEQ). CONSULTANT to prepare necessary permit drawings to submit with the application. An Environmental Assessment of the proposed activities will be prepared, if necessary. CONSULTANT will coordinate with MDEQ as part of the permitting process to obtain a Section 401 Water Quality Certification.
- CONSULTANT shall complete a SAV Survey and submit to the Mississippi Department of Marine Resources.
- The scope of work does not include a cultural resource survey or sampling and testing for the beneficial use of dredged sediments. Any permitting in addition to the scope of work identified in Task 3 will be completed under a supplemental agreement approved by the CITY.

Task 4: Bid Phase Services

- After acceptance by CITY of the CONSULTANT's drawings and specifications and upon authorization to proceed, CONSUTLANT shall: assist CITY in advertising for and obtaining bids

for construction, maintain list of prospective bidders, attend pre-bid meeting, issue addenda (if necessary), attend the bid opening, prepare bid tabulation and assist CITY in evaluating bids received and awarding the contract.

Task 5: Construction Administration and RPR

- CONSULTANT shall make visits to the construction site as appropriate through the various stages of construction as CONSULTANT deems necessary in order to observe the progress of the Contractor's work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CONSULTANT will determine in general if the Work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep Owner informed of the progress of the Work.
- CONSULTANT shall receive and provide appropriate actions in respect of shop drawings, change orders, request for information and clarifications. Reviews, approvals and other actions will not extend to safety, means, methods, procedures and techniques of the contractor or their representative.
- CONSULTANT shall review Contractor's application for payment and recommend, that, to the best of CONSUTLANT's knowledge, the work is generally in accordance with the Contract Documents.
- CONSULTANT does not guarantee the performance of any Contractor or assumes responsibility for Contractor's failure to perform and/or furnish its work in accordance with the Contract Documents.
- Construction testing is not included in the scope of work.
- CONSULTANT shall furnish a part time Resident Project Representative (RPR) to assist CONSULTANT in observing progress and quality of the work of CONTRACTOR. RPR and/or CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, safety or procedures selected by CONTRACTOR.

EXHIBIT 3

FEES AND EXPENSES

The CITY shall pay the CONSULTANT on an fixed fee and/or actual hourly fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fees attributable to this CONTRACT.

Direct Costs:

All costs shall be included in the not to exceed lump sum fee with the exception of beneficial use and/or material testing and construction testing which shall be paid separately by the CITY. Testing fees shall be approved by the City in advance prior to beginning and shall not exceed 2% of the construction cost.

Fees:

The CONSULTANT's fee shall NOT EXCEED $**68,500** which shall be paid incrementally each month based on percentage complete of fixed fee tasks. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Contract Maximums:

Under no circumstances shall the amount payable by the CITY for this assignment exceed **$ 68,500** (Total of all Charges) without the prior written consent of both parties and approved by the Gulfport City Council.

Fixed Fee and Expense Summary

1. Survey - **$20,000**
2. Engineering and Construction Document Development - **$19,000**
3. MDMR/USACE Permitting - **$8,000**
4. Bid Phase Services - **$6,500**
5. Construction Administration and RPR Services - **$15,000**

Total Fee - **$68,500**

EXHIBIT 4

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the CITY.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the CITY and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 6th day of July, 2023.

Covington Civil & Environmental, LLC.

BY: _____
Principal

ATTEST: _____

My Commission Expires: 10/3/23 _____
Notary

STATE OF MISSISSIPPI
JESSICA ZATOPEK
NOTARY PUBLIC
ID No. 100332
Commission Expires
October 3, 2023
HARRISON COUNTY

AGREEMENT FOR ENGINEERING SERVICES
FOR
GULFPORT COMMERCE CORRIDOR
BY AND BETWEEN THE
CITY OF GULFPORT, MS
AND
NEEL-SCHAFFER, INC.

This AGREEMENT made this 6 day of July 2023, by and between the City of Gulfport, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for the Gulfport Commerce Corridor project. A description of the project is described in Exhibit A – Project Description and the project location is illustrated in Exhibit A-1 Project Location Map.

Survey and Preliminary Design Services: Survey and Preliminary Design services will be provided as detailed in Exhibit B – Survey and Preliminary Design Services. All roadways will be designed in accordance with appropriate standards. Design will be sufficient to produce plans with construction limits and preliminary Right of Way.

Environmental Services: Environmental services will be provided as detailed in Exhibit C – Environmental Services.

II. PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to the Engineer.

III. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of environmental services. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit A-1 – Project Location Map

Exhibit B – Survey and Preliminary Design Services

Exhibit C – Environmental Services

Exhibit D – Payments to the Engineer

Exhibit F – General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CITY OF GULFPORT

BY: _____

TITLE: Mayor

DATE: 7/19/23

NEEL-SCHAFFER, INC.

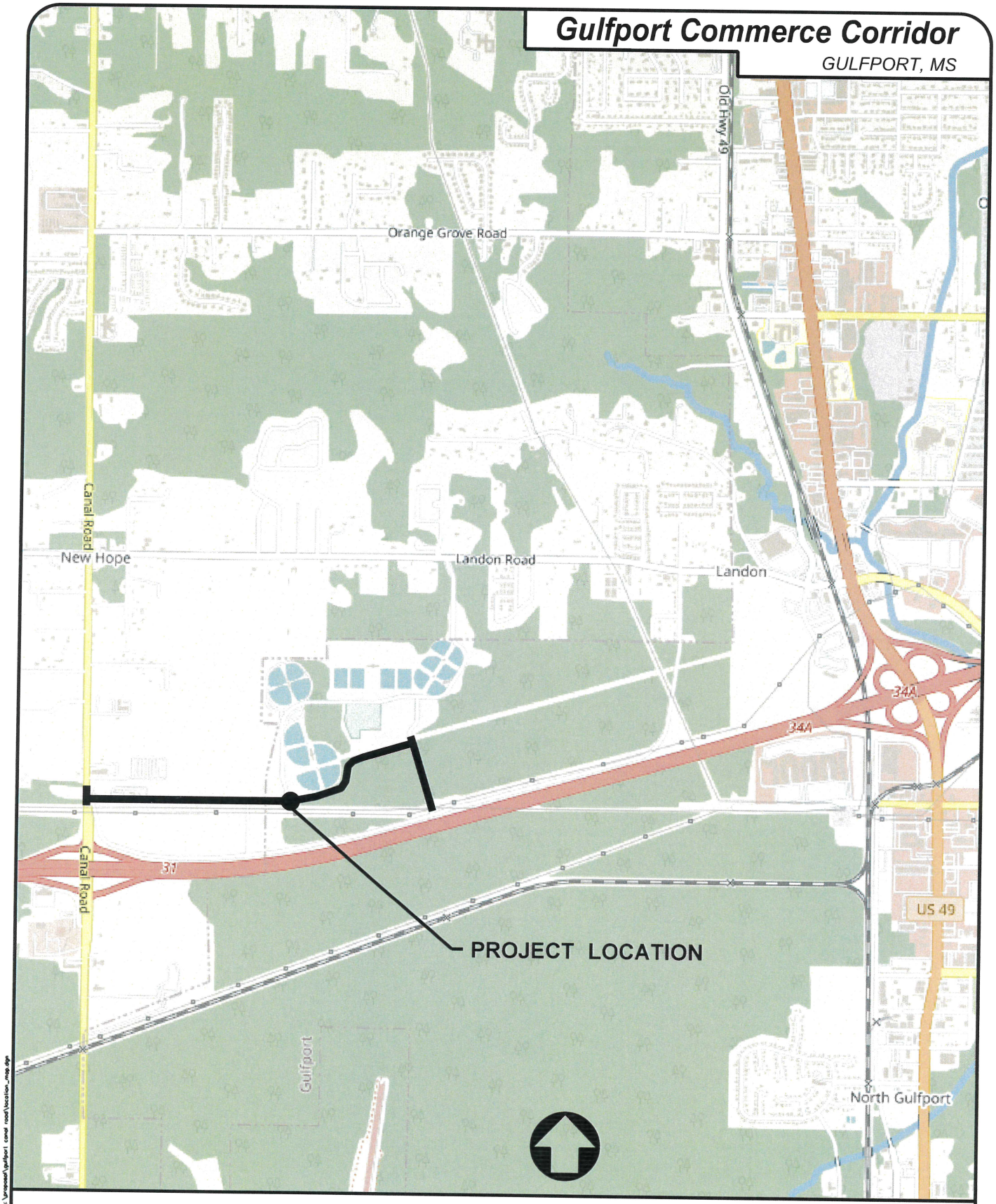
BY: _____

TITLE: Senior Vice President

DATE: July 13, 2023

Gulfport Commerce Corridor

GULFPORT, MS



NEEL-SCHAFFER
Solutions you can build upon

Gulfport
MISSISSIPPI

DATE: 6/21/2023

FIGURE: 1

EXHIBIT A

PROJECT DESCRIPTION

Gulfport Commerce Corridor Project

This project consists of approximately 5800' of roadway and infrastructure improvements for the widening and extension of 16th Street from Canal Road to an unnamed street east of the Gulfport Sportsplex to create a four-lane boulevard with a connection to JFM Parkway. The general location is depicted in Exhibit A-1.

EXHIBIT B

SURVEY AND PRELIMINARY DESIGN PHASE SERVICES

1 SURVEY AND PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated, and the **ENGINEER** shall:

1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.

1.2 Assemble and review available data which may be pertinent to the Project.

1.3 Make surveys needed for design of the Project, including a topographic of the proposed corridor as shown on the attached exhibit. The topographic survey will include all above ground improvements and visible underground utilities within 150' of either side of the proposed centerline. The ground data throughout the wooded areas of the proposed roadway will be acquired using a combination of conventional survey equipment and the Microdrones MD 1000LR Lidar drone. The survey will also establish the existing property lines adjacent to the proposed right-of-way.

1.4 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.

1.5 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.6 Develop construction limits and preliminary right of way limits for use in environmental permitting.

1.7 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.

1.8 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.

1.9 Furnish one copy of above preliminary design documents to **OWNER** for review

1.10 The **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Preliminary Design Phase.

EXHIBIT C

ENVIRONMENTAL PHASE SERVICES

1 ENVIRONMENTAL PHASE

After completion of the Survey and Preliminary Design Phase the Environmental Phase will be initiated, and the **ENGINEER** shall:

1.1 Cultural Resource Study

The **ENGINEER** will perform Cultural Resources surveys and will prepare reports, draft/preliminary and final, in accordance with Mississippi Department of Archives and History (MDAH) cultural resources guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the CONTRACT.

1.2 Wetlands/Waters Delineation and Reporting Requirements

The **ENGINEER** will identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project. Wetlands will be identified using the routine method set forth in the United States Army Corps of Engineers (USAGE) 1987 manual. The 2008 Interim Regional Supplemental Guidance to the Corps of Engineers 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms will be used.

1.3 Threatened and Endangered Species

The **ENGINEER** will prepare and submit an initial consultation letter the United States Fish and Wildlife Service (USFWS) requesting information regarding know presence of Threatened or Endangered Species (TES) within the project area or within the immediate vicinity of the project area. Perform a habitat assessment of the project area specifically targeting Threatened or Endangered Species known to occur within project area. Prepare USFWS coordination letter documenting the site location, site topography and land cover classifications, presence or absence of species or habitat and request concurrence from the USFWS.

1.4 Permitting

The **ENGINEER** will prepare and submit the MDMR/USACE permit application and develop the necessary attachments for the proposed project. Conduct and attend one on-site review with the USACE. If extensive comments are received after the Public Notice/Pre-Construction Notification (PCN) additional fees may be requested. There is no guarantee assumed or implied that the regulatory agencies involved will approve the requested fill. Wetland permit fees and mitigation costs are not included in this scope of work or fee estimate and will be the responsibility of the **OWNER** when these items are determined through future coordination with the regulatory agency.

EXHIBIT D

PAYMENTS TO ENGINEER

BASIC SERVICES:
Owner will pay **ENGINEER** monthly for Basic Services in the following amounts:

1. **SURVEY AND PRELIMINARY ENGINEERING SERVICES**: The Design Phase of this project will consist of developing plans and specifications for the roadway and traffic signal improvements as shown in Exhibit A. Payment for these services shall be a lump sum fee of:

1.1.	Survey	$40,000
1.2.	Preliminary Design	$130,000

2. **ENVIRONMENTAL PHASE SERVICES**: The Environmental Phase of this project will consist of performing work necessary to secure a Corps of Engineers permit. Payment for these services shall a lump sum fee of:

2.1.	Cultural Resource Survey	$5,000
2.2.	Wetland Delineation	$30,000
2.3.	Threatened and Endangered Species	$5,000
2.4.	U.S.A.C.E. Permitting	$12,000

ADDITIONAL SERVICES: **OWNER** shall pay **ENGINEER** for Additional Services if required at a lump sum amount agreed upon by Owner and Engineer prior to the execution of the work.

Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents**. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays**. In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services**. Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

    To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

12. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure**. Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws**. To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing**. Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

[The remainder of this page intentionally left blank]

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2023-0013618-D-J1
Filed/Recorded 07/12/2023 4:30:01 PM
Total Fees 26.00
4 Pages Recorded

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 7, 8, 9, and 10, Block 30, Original Gulfport, First Judicial District, Harrison County, Mississippi

ACKNOWLEDGMENT OF REVERSION OF PROPERTY TO THE CITY OF GULFPORT, MISSISSIPPI

The undersigned parties do hereby acknowledge that the El Kabahr Grotto, did convey the property described in as Exhibit "A" hereto (herein the "Property") to the Gulfport Lodge #422 by way of the "Special Warranty Deed" signed on October 1, 1993, and recorded in the Land Records of the Harrison County Chancery Clerk's Office in Deed Book 1253 on pages 668-670 ("Deed"). This conveyance contained a reverter provision that required that the titled interest conveyed to the Gulfport Lodge #422 in the said Deed would automatically revert to the City of Gulfport, Mississippi ("City") at the time the property ceased to be used for the "purpose of providing a site for the grantees herein to use as a Home which is to be used for said organization, and other organizations."

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 grantees herein to use as a Home which is to be used for said organization, and other organizations" as of January 1, 2018, and the parties further do hereby acknowledge and agree that the titled interest conveyed by the El Kabahr Grotto to the Gulfport Lodge #422 in the Deed did therefore revert to the City of Gulfport, Mississippi, as of January 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

Gulfport Lodge #422
15101 Creosote Road,
Gulfport, Mississippi
Telephone: (228) 863-8800

BY: _____

ITS: Worshipful Master .

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 12th day of July, 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:

2/21/25

(SEAL)

STATE OF MISSISSIPPI
KATHY HALE
ID NO. 76963
Commission Expires
02/21/2025
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 31 day of May, 2023, John McKelvy, who acknowledged to me that he is the Worshipful Master of the Gulfport-Lodge #422, 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:

11/29/23

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 114524 LEHANG DUTTON Commission Expires Nov. 29, 2023 JACKSON COUNTY

(SEAL)

EXHIBIT "A"

Lots 7, 8, 9 and 10, of 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.

1st JUDICIAL DISTRICT
Instrument 2023-0013706-D-J1
Filed/Recorded 07/14/2023 12:30:01 PM
Total Fees 36.00
3 Pages Recorded

SCANNED

REVIEWED

INDEXING INSTRUCTIONS: Lot 1, Block 4, Hungerford Addition Subdivision
First Judicial District, Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON

HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of the City of Gulfport granting a building permit for the construction of a deck and fence (the "encroachment", as more fully described in the Minutes of the Gulfport City Council, April 19, 2022, meeting), within, on and over public right of way located within the city limits of the City of Gulfport located on and along the south side of 15th Street at 36th Avenue in the City of Gulfport and being situated adjacent and contiguous to that certain real property identified as Tax Parcel No. 0711I-01-039.000 (Lot 1, Block 4 Hungerford Addition Subdivision), the undersigned SANDRA E. HILL, owner of the real property described herein, for and on behalf of her employees, representatives, insurers, affiliates, successors and assigns, does hereby covenant, warrant and agree to indemnify, defend, save and hold harmless the City of Gulfport, Mississippi, including its elected officials, employees, insurers, managers, contractors, agents and assigns, against any and all liabilities, losses, costs, expenses, damages, claims, demands, actions and causes of action of any type or nature whatsoever related to, arising out of or in any way connected to the construction and/or presence of

the encroachment within, on and over the City's Right of Way and, further, SANDRA E. HILL, does hereby disclaim, discharge, waive and release any and all claims or causes of action, either legal or equitable, against the City of Gulfport, that the she, her representatives, successors, heirs or indemnitees, may incur, suffer or be required to pay which arises from or are in any way related to, directly or indirectly, the construction and/or presence of the encroachment within the City's Right of Way.

Neither the grant of the aforementioned building permit nor anything contained herein shall prohibit the City of Gulfport from requiring removal of the encroachment described herein from the public right of way.

WITNESS my signature, this the 14th day of July, 2023.

SANDRA E. HILL

BY: Sandra E. Hill
SANDRA E. HILL

Prepared by:
Margaret Murdock - Assistant City Attorney
P.O. Box 1780
Gulfport, MS 39502
228-868-5811

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, this the undersigned authority, in and for the above mentioned county and state, the within named, SANDRA E. HILL, who, on oath stated that she executed the foregoing Hold Harmless and Indemnity Agreement, and that the averments, terms and conditions in the above and foregoing Hold Harmless and Indemnity Agreement are acceptable and true and correct to the best of her knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 14th day of July, 2023.

Notary Public

(SEAL)

STATE OF MISSISSIPPI
KATHY HALE
ID NO. 76963
Commission Expires
02/21/2025
NOTARY PUBLIC
HARRISON COUNTY

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN OWNER AND CONSULTANT

This Agreement made and entered into this 5th day of July 2023, by and between the City of Gulfport, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, design, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the "Basic Services" of Attachment A.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and the "Basic Services" of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be

07052023_16

performed by Contractor. Shop Drawings are not Drawings as so defined.

1.7 SPECIFICATIONS. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the "Basic Services" of Attachment A.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of Mississippi as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any

responsibility or duties of the Contractor(s) or can be held liable for its failure to perform its obligations and duties to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

ARTICLE 3
SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall perform the Basic Services set forth in the Scope of Work for Engineering Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT's Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT's Scope of Services.

3.1.1 Safety. Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic

Services in conformance with the generally accepted care and skill exercised by professional engineers practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents or otherwise.

3.2.2 CONSULTANTs. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.2 CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3.2.4.3 CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

(a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

(b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.

(c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.

(d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.

(e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.

(f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate

schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

(g) Furnishing services of CONSULTANTs for other than Basic Services.

(h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.

(i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

(j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

(k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.

(l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.

(m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to OWNER.

(n) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.

(o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.

(p) Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

(q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of

the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

(r) Overtime work requiring higher-than-regular rates.

(s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.

(t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

(u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

(v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.

(w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

(x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

(y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4
COMPENSATION OF CONSULTANT

4.1 CONSULTANT shall be compensated by OWNER on a Monthly Invoice Cost+ basis, in accordance with Attachment C hereto.

4.1.1 OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein.

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultants' services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

(a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

(b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.

(c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5
RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

5.2 Give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

5.3 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.4 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

5.4.1 Property descriptions.

5.4.2 Zoning, deed, and other land use restrictions.

5.4.3 Utility and topographic mapping and surveys.

5.4.4 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5.4.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

5.4.6 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.5 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.6 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or CONSULTANTs as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.7 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.8 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.8.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

5.8.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.9 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.10 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.11 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

ARTICLE 6
INSURANCE AND INDEMNFICIATION

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

(a)	Each Occurrence:	$1,000,000
(b)	General Aggregate:	$2,000,000

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

(a)	Each Accident:	$1,000,000

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

(a)	Each Accident:	$1,000,000
(b)	Disease, Each Employee:	$1,000,000
(c)	Disease, Policy Limit:	$1,000,000

6.1.5 Professional Liability

(a)	Each Claim:	$2,000,000
(b)	Annual Aggregate:	$2,000,000

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed, or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.17 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, **and up to the limits of the Exclusivity of Remedies provision contained herein**, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

6.2.2 Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys,

and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, CONSULTANTs, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

6.2.3 Environmental Indemnification. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.2.4 Percentage Share of Liability.

OWNER and CONSULTANT hereby expressly agree that each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or dispute arising under this Agreement **up to the limits of the Exclusivity of Remedies provision contained herein.**

ARTICLE 7
TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions, and stipulations of this Agreement shall remain in full force for a period of 3 Years from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of

this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER's use of such Documents.

8.3 Electronic Transmittals.

8.3.1 OWNER and CONSULTANT may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

8.3.2 If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

8.3.3 When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

8.4 Municipal Advisor Disclosure and Disclaimer

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities;

nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.

8.6 Delays and Extensions of Time. If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by any cause beyond the reasonable control of CONSULTANT, the schedule will be automatically extended, and Compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay. Examples of causes beyond the control of CONSULTANT include (without limitation): fire, flood, explosion, war, strike, emergency, pandemic, epidemic, terrorism, embargo, government requirement, civil or military authority, act of God, act or neglect of the OWNER, shipping delays, changes ordered in the construction of the Project, labor disputes, actions, or inactions of governmental authorities, encountering hazardous materials, concealed or unknown conditions.

8.7 COVID-19 Exception. CONSULTANT and OWNER agree that they are entering into this Agreement under an unprecedented set of circumstances posed by a global pandemic and outbreak of COVID-19 Coronavirus, as identified by the World Health Organization and American Centers for Disease Control. These circumstances include the public health effects of the virus itself and responses of governments, businesses, and society to the pandemic and outbreak. The extent and impact of COVID-19 is unknown and presents an ongoing and currently indeterminable risk to CONSULTANT's performance under this Agreement. In consideration of the same, CONSULTANT and OWNER agree that to the extent COVID-19 may impact, interfere with, delay, or frustrate CONSULTANT's ability to perform under this Agreement, CONSULTANT's performance is excused under this Agreement and CONSULTANT is entitled to equitable adjustment of the schedule and Compensation, upon reasonable proof by CONSULTANT of the impact, interference, delay, or frustration. This provision supersedes and takes priority over any other provision of this Agreement.

8.8 Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT's officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

8.9 Successors and Assigns

8.9.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the

extent permitted by Paragraph 8.9.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.9.2 Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and CONSULTANTs as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.9.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. OWNER agrees that that the substance of the provisions of this Paragraph 8.9.3 shall appear in the construction Contract Documents.

8.10 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tied to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

8.11 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of

action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.12 Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

8.13 Jurisdiction/Venue. This Agreement shall be governed by the laws of the State of Mississippi and any disputes related to or arising out of this Agreement, or its alleged breach shall be brought in the appropriate courts of the State of Mississippi, exclusive of its choice of law provisions.

8.14 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8.15 Total Agreement. This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.16 Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Gulfport

By: (signature)

Print name: Billy Hewes

Title: mayor

Date Signed: 7/19/23

Federal Employer ID # (Corporation) 64-6000413

CONSULTANT: VOLKERT, INC.

By: (signature)

Print name: Justin Walker

Title: MS Operations Engineer

Date Signed: 7/13/2023

Address for Owner's receipt of notices:

PO Box 1780
Gulfport, MS 39502

Designated Representative (Paragraph 8.16):

Name: Wayne Miller

Title: Director of Public Works/Eng.

Phone Number: 2288685740

E-Mail Address: wmiller@gulfport-ms.gov

Address for Engineer's receipt of notices:

111 East Capitol St. Suite 250
Jackson, MS 39201

Designated Representative (Paragraph 8.16):

Name: Brad Griffin

Title: Project Engineer

Phone Number: 601-961-0101

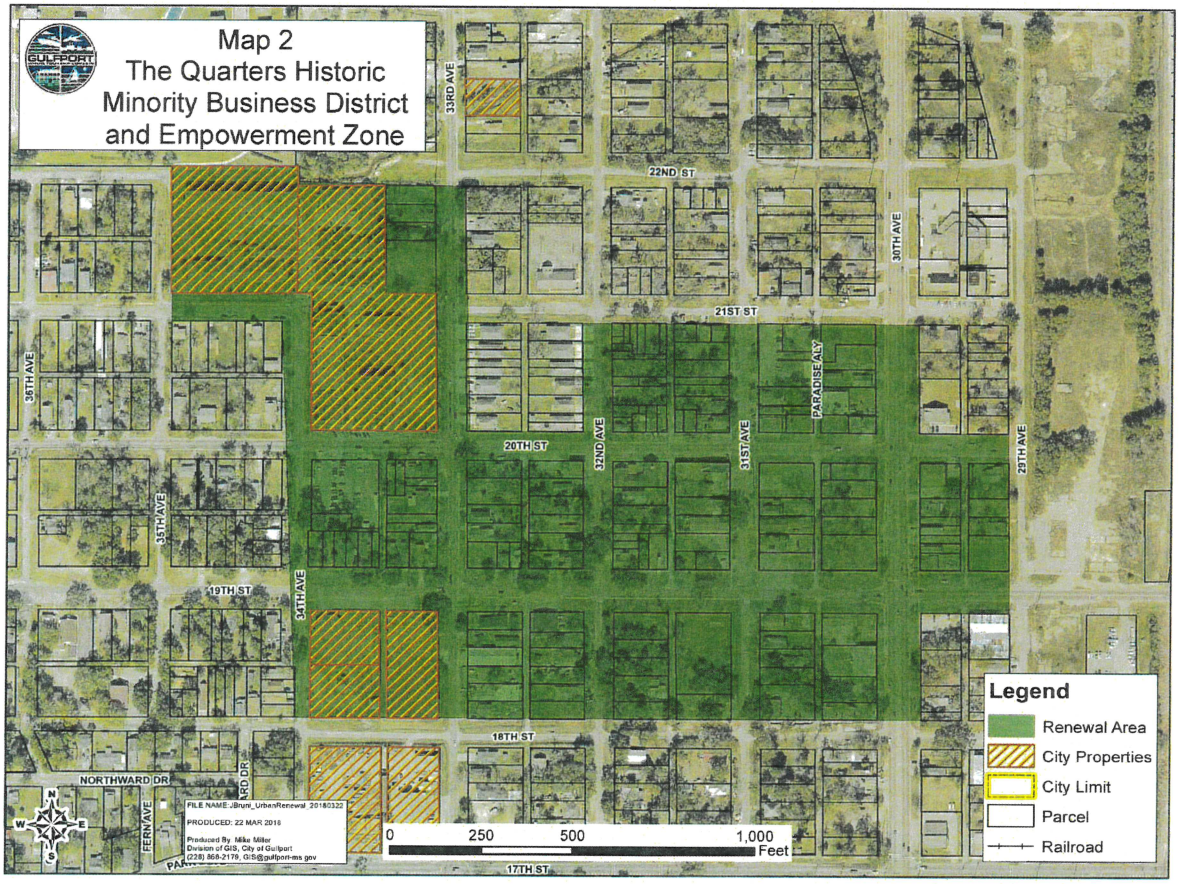
E-Mail Address: brad.griffin@volkert.com

Attachment A:

SCOPE OF WORK FOR ENGINEERING SERVICES
Volkert, Inc.
Proposal for Professional Engineering Services
City of Gulfport – The Quarters Revitalization Project

Project Description/Limits

This project is part of the City of Gulfport Mississippi's (hereinafter referred to as the City), "The Quarters Revitalization Project." This project is for the revitalization of the section of the City of Gulfport shown below:



This project consists of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, facility improvements for public transit, street lighting, landscaping, signage, and other streetscape ideas.

The Quarters Community Master Plan Scope of Work:

Project Purpose

The purpose of this project is to develop a Community Master Plan (Master Plan) for the three-block by three-block area of the City of Gulfport (City) known as The Quarters. The Master Plan, in collaboration with the City and the Coast Transit Authority (CTA), will make recommendations for multi-modal transportation improvements and future land uses that will support a vibrant, artistic entertainment district. The Master Plan will do the following:

- Develop an inventory, current use, and condition of land uses within the study area.
- Evaluate conditions of existing streets, sidewalks, bicycle facilities, and public transit service — and document neighborhood connectivity.
- Provide concepts for a new entertainment district.
- Develop a community enhancement plan that will include proposed land-uses and streetscape improvements within the study area.
- Evaluate public transit's role for supporting the Master Plan.
- Identify facility improvements for public transit and how public transit can improve service to The Quarters.

The project will be divided into the following tasks:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: EXISTING CONDITIONS
- TASK 3: LAND USE AND STREETSCAPES CONCEPTS
- TASK 4: IMPLEMENTATION/BUSINESS PLAN
- TASK 5: PLAN DOCUMENTATION
- TASK 6: SUBMIT FINISHED PLANS & PROPOSAL READY FOR BID
- TASK 7: ENVIRONMENTAL COORDINATION (SEE ATTACHMENT B)

Tasks and Deliverables

TASK 1 – PROJECT MANAGEMENT

Project initiation will include a team kick-off meeting to review and finalize project objectives, roles, communication protocols, the scope and milestone-level schedule, quality assurance procedures, and other elements needed to complete the project. The kick-off meeting will be conducted in-person and via video conference for anyone who is unable to attend in-person. Following the kick-off meeting, Volkert will prepare a detailed project schedule, coordinated with the City of Gulfport and any other City projects that are ongoing in the vicinity of the project area. This scope assumes the planning process will be completed by October 31, 2023. The Project Management Team (PMT) will meet bi-weekly, focusing on major project issues and progress. Volkert will prepare project status reports (with each invoice) and provide overall project management.

Deliverables will include the following:

a. Project kick-off meeting

b. Project schedule creation and updates

c. Bi-weekly 1-hour PMT meetings with City staff

d. Project status reports prepared monthly, with invoices.

TASK 2 – EXISTING CONDITIONS

Task 2 will collect and analyze existing conditions in The Quarters and the City that will be a baseline used throughout the project. Maps will be prepared by Volkert, with data provided by the City. Maps and data will be finalized in consultation with the City. The existing conditions maps, and analysis will be formatted into PowerPoint slides and an Existing Conditions Technical Memorandum. The Memorandum will include the following data (if available):

- Existing physical conditions (e.g., topography, natural features, structures, trees/vegetation, roads, walkways, stormwater collection and conveyance, utility corridors, etc.)

- Existing parks and open spaces
- Existing land-uses (including policies and codes), structures, and condition of structures.
- Existing right-of-way
- Inventory of historic structures
- Inventory of vacant property
- Inventory of on street and off-street parking
- Inventory of existing public transit service and facilities that serves The Quarters

The City will provide the following applicable plans and programs that will be used in the Memorandum:

- Applicable Comprehensive Plan/building code designations and policies, including specific requirements and guidance to the Master Plan
- Planned infrastructure improvements, including water and sewer.
- Planned transportation improvements (all modes)

As part of Task 2, the PMT will conduct fieldwork within The Quarters study area and review existing conditions. A work session with City staff (and other agencies or stakeholders as appropriate) will be held to discuss existing and planned conditions.

Deliverables will include the following:

1. Field review and existing conditions work sessions.
2. Existing conditions maps, diagrams, and compilation report, with photography from field work
3. The following maps:
    1. Study area boundaries
    2. Existing land uses

3. Future land uses
4. Vacant property
5. Existing parks and open spaces
6. Existing road facilities
7. Existing bicycle and pedestrian facilities, including crosswalks.
8. Existing public transit service and facilities

4. Existing conditions technical memorandum

TASK 3 – LAND USE AND STREETSCAPES CONCEPTS

Volkert and a team of SUBCONSULTANTS, which includes Gresham Smith and an arts consultant, will develop concepts for the look and feel of the entertainment district. Using the existing conditions assessment, Volkert will develop recommendations for land use designations and transportation improvements that will support a vibrant entertainment district and streetscape concepts. The concepts will show what the entertainment district could look like. Recommendations for new land use designations and policies will be made for parts of the study area where the City's existing and future land use designations do not support the concept of an entertainment district. The recommendations will include policies, such as complete streets and micro-mobility, that support a safe, walkable district.

The Master Plan will include conceptual visualizations on the size and look of the proposed entertainment district, which could include restaurants, outdoor cafés, a music venue, public space for festivals, and bicycle and pedestrian facilities. Concept visualizations showing ideas for the study area land use development and streetscape improvements will be created.

Deliverables include the following:

a. Land use concept maps and descriptions
b. Multi-modal transportation concept maps and descriptions (e.g., pedestrian, bike, and transit facilities)

c. Open space and natural resource concepts maps and descriptions.
d. Area-specific public amenities maps and descriptions.
e. Transportation Projects and Map(s)
f. Concept visualizations

TASK 4: IMPLEMENTATION PLAN

Volkert in collaboration with the City will develop next steps for implementation ideas and projects for developing an entertainment district for a high-level business plan. Examples could include reuse of existing structures, infill redevelopment areas, streetscape improvements, early infrastructure funding concepts, funding opportunities including grants, and next steps. How does the City implement the vision? Volkert will develop ideas, steps, and tools for how the City will solicit private developers to develop The Quarters. Volkert will make recommendations for public transit service and facility improvements provided by CTA that support the project as well as potential funding sources for implementing future service.

As part of Task 4, will conduct case study research, identifying up to three examples of cities where entertainment districts have been implemented.
Volkert will identify funding sources and phases for adopting relevant policies, implementing the streetscape improvements, and building new entertainment district.
Deliverables including the following:

1. A technical memorandum summarizing implementation ideas and next steps.

TASK 5 – PLAN DOCUMENTATION

Volkert will prepare a Master Plan report. This report is intended as a non-technical plan summary for use by a broad audience, from the public, stakeholders, CTA, and to the City Council. Narratives will be concise, and graphics will be emphasized. A physical report and online version will be prepared. Volkert will compile a Technical Appendix for the summary report, which will include all the information developed during the land-use analysis, community engagement, and area plan concepts.

TASK 6 – SUBMIT FINISHED PLANS & PROPOSAL READY FOR BID

Volkert will prepare a Finished set of Plans and a Proposal that is ready to advertise and bid. A physical set of this and multi-page online PDF version will be prepared.

TASK 7 – ENVIRONMENTAL COORDINATION

See Attachment B.

The Coast Transit Authority (CTA) will provide $125,000 to assist in the funding of this project.

Exclusions from the Scope of Services

The services described above are the identified **BASIC SERVICES** for this assignment. Any items that may arise during the course of the project that are not specifically included within the description of the Basic Services as described above, the City may wish to add to the scope of services but shall be deemed as SUPPLEMENTAL SERVICES. Volkert, Inc. may undertake such additional services as assigned by the City upon written direction from the City. If supplemental services are requested by the City, Volkert, Inc. will provide the City with a separate proposal for the supplemental work.

Attachment B:

Scope of Work

For

Environmental Coordination

City of Gulfport
The Quarters Revitalization Project

Harrison County, Mississippi

Volkert, Inc.

June 27, 2023

The City of Gulfport (CITY) has requested Volkert, Inc. (CONSULTANT) to prepare a Categorical Exclusion (CE), pursuant to the National Environmental Policy Act (NEPA) and a U.S. Army Corps of Engineers Permit, for the Quarters Revitalization Project (PROJECT) in Gulfport, Mississippi. The PROJECT will utilize Community Development Block Grant (CDBG) funding and consists of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, street lighting, landscaping, signage, and other streetscape ideas. The CONSULTANT'S scope of services includes, but is not limited to surveying, development of construction plans/specifications, environmental related services, and services necessary to prepare the project for the bidding process.

The CONSULTANT will perform environmental studies, prepare required environmental documents, and endeavor to secure location approval for the PROJECT. An environmental document (CE) will be prepared in accordance with the following:

- U.S. Department of Housing and Urban Development (HUD) Environmental Regulations – 23 CFR Parts 50, 51, 55, and 58,
- National Environmental Policy Act (NEPA) of 1969, as amended, and
- Council on Environmental Quality, Regulations for Implementing the Procedural Provisions of the NEPA.

All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY and HUD. The Scope of Work is described in detail below and the numerical designations correlate to the accompanying spreadsheet. The CE will be prepared using HUD's Environmental Review Online System (HEROS).

HUD NEPA (CATEGORICAL EXCLUSION)

Task A: Preliminary Investigation and Develop Purpose and Need

A-1 Obtain & Study CITY Supplied Maps and Design Files.

The CONSULTANT will obtain maps and available design files from the CITY for the proposed PROJECT.

A-2 Existing Conditions and Trends (Study Existing Reports and Plans, Prepare Base Maps, Identify Features & Environmental Sensitive Areas).

At the onset of the PROJECT, the CONSULTANT will collect secondary source data that is readily available from various sources including federal and state agency databases. Information will also be gathered from prior studies conducted at the site and from the community and stakeholders during public involvement. A field reconnaissance visit will be conducted to verify the collected data. The secondary source data shall include, but not be limited to information pertaining to the following:

- Land Use (existing and planned),
- Natural Resources (wetlands, streams, threatened and endangered species),
- Cultural Resources (historic structures, archaeological sites),
- Soils,
- Community Features (churches, cemeteries, schools),
- Socio-Economic (census data, demographics, economics), and
- Potential hazardous materials sites.

The collected data will be used to create maps using GIS to identify the existing conditions and trends in accordance with 24 CFR 58.40(a) and to identify any potential impacts associated with the proposed PROJECT. Coordination meetings will also be held with the HUD, CITY and Design Team throughout the duration of the PROJECT to obtain information and update the potential impacts relative to any design changes.

A-3 Consult with Various Agencies, Ascertain Their Requirements.

The CONSULTANT will conduct early coordination with various Federal, State and Local agencies for the PROJECT. The CONSULTANT will also consult via letters, phone conversations, meetings and e-mail with various agencies and organizations to ascertain

requirements they may have that would affect the PROJECT. Initial coordination meetings may also be conducted with the US Army Corps of Engineers (USACE), US Fish and Wildlife Service (UFWS), Mississippi Department of Archives and History (MDAH), the City of Gulfport and others. If necessary, the CONSULTANT will also meet with area stakeholders. All coordination will be documented.

A-4 Develop and Finalize Purpose and Need and Present to CITY/HUD.

The CONSULTANT will prepare an Introduction to the PROJECT that includes the history of the PROJECT. The CONSULTANT will also prepare the Purpose and Need for the PROJECT consistent with 40 CFR 1508.9(b) and will meet with the CITY and HUD, if necessary, to discuss.

Task B – Description of Proposed Action and Alternatives

It is anticipated that one (1) Build Alternative will be evaluated through the NEPA process. The CITY and the Design Team will develop the design for all components of the proposed PROJECT. The description of the proposed PROJECT will be developed in accordance with 24 CFR 50.12, 58.32 and 40 CFR 1508.25.

B-1 Alternatives Considered.

If any other alternatives were considered, the CONSULTANT will describe the location requirements, screening evaluation of additional alternatives considered but eliminated from further consideration.

B-2 Alternatives Carried Forward for Detailed Consideration.

The CONSULTANT will describe the No Action or No Build Alternative and Build Alternative.

Task C – Affected Environment, Environmental Consequences, Public Involvement and NEPA Document Preparation (CE)

C-1 Conduct Environmental Studies, Evaluate Compliance, Environmental Assessment Factors and Impact Codes, Input into HEROS.

The CONSULTANT will conduct social, economic, and environmental studies for the No Build and one (1) Build Alternative sufficient to comply with Statutes, Executive Orders, and Regulations listed at 24 CFR Part 50.4, 58.5, and 58.6. These studies will be conducted on the

feasible and reasonable alternative carried forward through the environmental documentation process (NEPA).

The CONSULTANT will evaluate if formal compliance steps or mitigation measures required to construct the PROJECT in accordance with Statutes, Executive Orders, and Regulations listed at 24 CFR Part 58.5 and 58.6. The compliance determinations will be included in the NEPA document. The NEPA document will include source documentation for each regulatory authority. Where applicable, the CONSULTANT will complete the necessary reviews or consultations and will describe the applicable permits and approvals. The CE document will clearly note citations, dates/names/titles of contacts, and page references. Additional information will be attached as appropriate. Compliance or conformity determinations will be made in the CE for the following:

- Airport Hazards (24 CFR Part 51 Subpart D).
- Flood Insurance, Floodplain and Floodway Impact Analyses (Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a] and Executive Order 11988, particularly section 2(a); 24 CFR Part 55). In accordance with the National Flood Insurance Act and Executive Order 11988 – Floodplain Management, floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of the FIRMS. The CONSULTANT will confirm if the PROJECT encroaches into a base (100-year) floodplain and/or regulatory floodway. If the Build Alternative encroaches on a floodplain or floodway, the CONSULTANT will evaluate and discuss practicable alternatives with the CITY and Design Team. If a detailed floodplain study (also referred to as a location hydraulic study) is required in conformance with 23 CFR 650, Subpart A, the study will be prepared by others.
- Clean Air (General Conformity, Climate Change and Greenhouse Gases (GHG)). The CONSULTANT will evaluate the project's conformity with air quality goals in accordance with the Clean Air Act section 176(c) and (d) and 40 CFR Parts 6, 51, and 93. The CONSULTANT will also evaluate the projects impact on GHG and climate change in accordance with Executive Order 13990: Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis (2021).
- Coastal Zone Management. The CONSULTANT will evaluate the PROJECT relative to sections 307(c) & (d) of the Coastal Zone Management Act. The consistency with the state coastal zone management program will also be determined.
- Contamination and Toxic Substances (24 CFR Part 50.3(i) & 58.5(i)(2)). The CONSULTANT will prepare a Phase I investigation for the PROJECT. The CONSULTANT will coordinate with state and federal agencies regarding the results. The CONSULTANT will summarize the Phase I findings in the NEPA document.
- Endangered Species (Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402). The CONSULTANT will coordinate with the USFWS regarding endangered

or threatened species that may exist within the project area. The CONSULTANT shall perform studies of endangered and threatened species in accordance with Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for the one (1) Build Alternative carried forward in the environmental document. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the USFWS. If additional studies are required (species specific Biological Assessments), the CITY may enter into a SUPPLEMENTAL AGREEMENT with the CONSULTANT. Reports and data justifying the need for additional studies will be supplied to the CITY along with a proposal for the work under the SUPPLEMENTAL AGREEMENT.

- Explosive and Flammable Hazards (24 CFR Part 51 Subpart C). The CONSULTANT will prepare a Phase I investigation for the PROJECT. The CONSULTANT will coordinate with state and federal agencies regarding the results. The CONSULTANT will summarize the Phase I findings in the NEPA document. If additional studies are required (additional research, testing, or risk assessment evaluations), the CITY may enter into a SUPPLEMENTAL AGREEMENT with the CONSULTANT. Reports and data justifying the need for additional studies will be supplied to the CITY along with a proposal for the work under the SUPPLEMENTAL AGREEMENT.

- Farmland Protection. In accordance with the Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541, and 7 CFR Part 658, the CONSULTANT will evaluate the proposed PROJECTS potential impact to farmland.

- Historic Preservation (National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800). Archeological and architectural surveys will follow SHPO guidelines and involve pedestrian coverage and shovel testing at 30 meters (100 foot) intervals for the (1) Build Alternative. The archaeological phase of the cultural resources survey will identify sites that will be affected by the Build Alternative carried forward in the environmental document. The Cultural Resources Report will include a recommendation as to whether archeological or architectural resources are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a SUPPLEMENTAL AGREEMENT may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in-place. Recommendations for further work, including archaeological data recovery, HABS documentation, HAER documentation, marine archaeology, or other mitigation strategies will be presented. The Assessment of Effects (AOE) evaluation will focus on potential effects or impacts (physical, visual, sound) to eligible properties. A summary of the Cultural Resources Report will be incorporated into the environmental document. Survey reports (architectural and archaeological) will be submitted to the CITY. The CITY will submit the reports to HUD and SHPO/Tribal Historic Preservation Officer (THPO). The CONSULTANT will address any report comments from HUD and SHPO/THPO.

- Noise Abatement and Control (Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B). The CONSULTANT will evaluate the PROJECTS' potential to contribute to excessive noise in their communities and places of residence. If necessary, the analysis will evaluate highway noise for the No Build and Build Alternative in accordance with 23 CFR 772 and the Mississippi Department of Transportation's Highway Traffic Noise Policy. If required, a Noise and Vibration Report will be prepared for the PROJECT and the results will be summarized in the NEPA document.
- Sole Source Aquifers (Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149). The CONSULTANT will research the watershed, groundwater, and aquafers in the project area. Information regarding wells or sole source aquifers will be discussed in the NEPA document. The NEPA document will also include a discussion regarding the projects' potential to impact surface and ground waters.
- Wetlands Protection (Executive Order 11990, particularly sections 2 and 5). The CONSULTANT will field screen the potential wetland acreage within the study area. Descriptions of the habitats in the project area and the potential impacts the project may have on these habitats will also be included in the NEPA document. The CONSULTANT will calculate the approximate wetland and stream acreage impacts of the Build Alternative carried forward through the environmental process.
- Wild and Scenic Rivers (Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)). The CONSULTANT will identify any rivers designated as Wild and Scenic in the study area.
- Environmental Justice (Executive Order 12898). The CONSULTANT will conduct an Environmental Justice (EJ) Assessment for the Build Alternative carried forward in the environmental document. The EJ Assessment will be conducted in accordance with Executive Order (EO) 12898. Socio-economic and demographic data will be collected from available database resources including the US Census Bureau and the CITY. It is anticipated that no right of way or relocations will be required for the project. It is also anticipated that no disproportionate adverse impacts to EJ communities will occur as a result of the project.

The CONSULTANT will evaluate the significance of the effects of the proposal on the character, features, and resources of the project area. Source documentation will be provided and described in support of each determination, as appropriate. Credible, traceable, and supportive source documentation for each authority will also be provided. Where applicable, the necessary reviews or consultations will be completed and applicable permits of approvals within the scope of this contract will be obtained or noted. Citations, dates/names/titles of contacts, and page references will be clearly identified. Additional documentation will also be attached, as appropriate. All conditions, attenuation or mitigation measures will also be clearly identified.

HEROS will be used to prepare the CE. HEROS is a web-based system for Responsible Entities to prepare and manage their Environmental Review Records (ERR). HEROS applies to all environmental reviews for HUD-assisted projects.

The CONSULTANT will also include discussions and the findings in the CE from any additional studies performed, dates of field inspections and will include a list of sources, agencies and persons consulted and a list of permits obtained.

C-2 Public Involvement Meeting – None Anticipated.

A public involvement meeting is not anticipated. A public involvement meeting has been held for the PROJECT. The CONSULTNANT will prepare a Notice of Intent (NOI) for the project. The NOI will be published, and a Request for Release of Funds will be prepared for the PROJECT.

C-3 Community Outreach Meetings – None Anticipated.

Community outreach meetings are not anticipated.

C-4 Review Feasible Alternatives and Prepare CE.

The CONSULTANT will prepare an initial Draft CE using HEROS. The CONSULTANT will prepare the CE consistent with the requirements of the requirements of HUD and Council on Environmental Quality (CEQ) as guides. The CONSULTANT will incorporate the results of the Purpose and Need statement, the alternatives considered and information and results of the technical studies into HEROS. Where appropriate, proposed and/or potential mitigation measures will be discussed. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the study area characteristics, one (1) reasonable Build Alternative, and location of impacts. Text will be written in a user-friendly manner and will include graphics and comparison tables as attachments if necessary and where applicable. The CONSULTANT will produce the initial draft of the CE and perform an internal quality review prior to submission of the draft to the CITY and HUD.

- Revise Draft CE in response to CITY Re-submit. The CONSULTANT will address any comments the CITY may have on the initial draft CE and will re-submit. The initial draft CE will then be submitted to HUD using HEROS for the initial review.
- Revise CE in Response to HUD Comments. Following the receipt of comments from the HUD on the initial draft of the CE, the CONSULTANT will revise the draft CE and re-submit the new version for review by the CITY and HUD. Comment disposition documents will accompany each revised submittal.

- Attend one (1) meeting with CITY and HUD to Discuss Comments. The CONSULTANT will participate in one (1) meeting with the CITY and HUD to review their comments on the draft CE.

If it is determined that an Environmental Assessment (EA) or Environmental Impact Statement (EIS) or a Section 4(f) is required, a SUPPLEMENTAL AGREEMENT between the CONSULTANT and CITY will be negotiated and entered into in order to provide such additional work.

Permitting.

The CONSULTANT will prepare a USACE, MSDMR joint permit application for the project. It is anticipated that the project will be permitted under a USACE Nationwide Permit and a Mississippi Department of Marine Resources Coastal Management Permit. The CITY will pay any permit application fees for the PROJECT. If an Individual Permit is required, a SUPPLEMENTAL AGREEMENT would be required.

Cultural Resources

Task 1. Background/Archival Research

The consultant will conduct a records search at the Mississippi Department of Archives and History (MDAH) to obtain information on previously recorded structures, as well as National Register Properties. In addition, the consultant will conduct cartographic regression analysis with historic maps and aerial imagery of the project area, to determine the potential for historic properties and archaeological resources.

Task 2. Fieldwork (Based on recording 110 structures)

The consultant will conduct an architectural survey within the project Area of Potential Effect (APE) to be determined by the lead agency. Mississippi Historic Resource Inventory (MHRI) forms will be completed for any structures that meet the National Register of Historic Places (NRHP) 50-year age requirement. In addition, any structures that will meet the 50-year requirement within five years of the notice to proceed will also be recorded (assumed to be structures built in 1978 and prior). A five-year buffer is necessary to allow for changes to the project before construction begins. It is anticipated that approximately 110 structures will be examined. In addition, the information for any previously recorded structures located within the APE will be updated.

Task 3. Processing and Analysis (Processing forms and evaluation)

All structures located within the APE will be evaluated against NRHP criteria to the extent possible with survey level data. Effects on properties currently listed on or eligible for the NRHP will be assessed. If Section 106 Adverse Effect Documentation and/or a Memorandum of Agreement is required, it will be completed under a separate agreement. In addition to MHRI forms being completed, maps showing the location of each recorded structure will be compiled. Draft MHRI forms will be submitted electronically and final MHRI forms will be printed on letter-sized archival cardstock for submittal to MDAH.

Task 4. Report Preparation

The consultant will prepare a report that meets the MDAH standards for a Phase I architectural survey. This report will present the findings and recommendations from all the research and survey. The report will also discuss the archaeological probability of the entire proposed project area. As the Quarters Revitalization Project will mostly consist of streetscape improvements within existing rights-of-way, an archaeological survey will not be conducted at this time. Once ground-disturbing activities are planned, then recommendations for archaeological survey and/or monitoring will be made based on the results of the research. Any archaeological fieldwork will be conducted under a separate agreement.

Attachment C:

TERMS OF PAYMENT

A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant's services.

C. Reimbursable expenses are defined as follows:

Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

E. The total fee for professional services shall not exceed $ 898,541.40 unless authorized by OWNER.

F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246

SMBM SOUTH MISSISSIPPI BUSINESS MACHINES
THE FUTURE OF BUSINESS IS HERE.
PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COLOR COPIER SERVICE AGREEMENT

Account # 045300 **Customer Name** CITY OF GULFPORT

Mach ID# 14603 **Address or Location** COUNCIL CLERK - 2309 15TH STREET

Contract # MC 18938 **City, State, Zip** GULFPORT, MS 39501 **Phone #** 228-868-5847

Install Date 7/5/2022 **Model #** BROTHER MFC-L9570CDW **Serial #** L1F758810

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms
On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is $150.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of $225.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of black toner, color toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 8,100 color copies and one toner for every 8,100 black copies. Any toner used above these limits will be charged at current SMBM rate. SMBM reserves the right to monitor toner usage on all active contracts. Upon completion/termination of this agreement, any spare toners that are not returned to SMBM will be charged at the prevailing rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- If at any time parts become no longer accessible from the manufacturer, contract becomes null and void immediately.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 8/1/2023 **Contract Type:** ☑ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Black Base Rate $ SEE CPC RATE **Copy Allowance** N/A **Overage Rate** N/A **CPC Rate** .0075

Color Base Rate $ SEE CPC RATE **Copy Allowance** N/A **Overage Rate** N/A **CPC Rate** .042

Exceptions to this Agreement: _____

Purchase Order # _____ **Beginning Meters: B/W** _____ **Color** _____

Signature: _____ **Title:** Mayor **Date** 7/19/2023

Revised June 2022

07182023 - 14-A

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gulfport (hereinafter referred to as Customer), and SMBM of Gulfport (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

07182023-14

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: SMBM of Gulfport	For the Customer: City of Gulfport
Name Travis Cuevas	Name Billy Hewes
Title General Manager	Title Mayor
Address PO Box 697, Gpt, MS	Address PO Box 1780. Gpt. MS
City, State, & Zip Code 39502	City, State, & Zip Code 39502

16. WAIVER: Failure by the Customer 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 the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that 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, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. 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 the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. 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. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer 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 the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 19 day of July, 2023.

Vendor: SMBM of Gpt

By: Travis Cuevas
Authorized Signature

Printed Name: Travis Cuevas

Title: General Manager

Witness my signature this the 19 day of July, 2023.

Customer: City of Gulfport

By: _____
Authorized Signature

Printed Name: Billy Hewes

Title: Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: SMBM of Gulfport

Customer Agency Name: City of Gulfport

Bill to Address: P O Box 1780
Gulfport, MS 39502

Ship to Address: Engineering
4050 Hewes Ave

Description of Equipment, Software, or Services	Price
Sharp BP-50C45 MFP	169.00 per mth

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48
Start Date: 8-1-2023
End Date: 8-1-2027

Modifications: _____

Travis Cuevas
Vendor Signature

Customer Signature

CITY *of* GULFPORT

July 11, 2023

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121

Attn: Contracts

RE: Termination of Agreement/s concerning CrimeView/City of Gulfport

Dear Sir or Madam:

Please accept this letter as the City's written Notice of Termination of the City's Agreement/s with your company concerning the CrimeView software, effective at the end of the current renewal term/s.

We appreciate the services provided to us by TriTech/CrimeView since the inception of the Agreement, but have decided to move in a different direction with regard to these services.

Certainly, if you have any questions concerning the foregoing, please contact Commander Clayton Fulks at 228-868-5900 ext 6122.

With regards, I am

Sincerely,

Billy Hewes
Mayor

WGH/mm

Cc: Margaret Murdock, Esq., Assistant City Attorney
Clayton Fulks, Commander, Support Bureau

MEMORANDUM – CITY OF GULFPORT

Date: **JULY 24, 2023**

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

From: **Police Department**
Code Enforcement Division

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

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

Parcel 1: 0711K-03-011.000. Lot 17 Blk 5 Parkway Add. Property Located At 1111 Fournier Ave. For Violation Of Remove Prohibited Items. White Sands MHC LLC Case: 11668

Parcel 2: 0908D-01-083.000. Lot 63 Windsong Subd Phase II. Property Located At 13512 Windridge Dr. For Violation Of Remove Prohibited Items. Robertson William Boyd & Andrea S Case: 11693

MEMORANDUM – CITY OF GULFPORT

Date: **JULY 25, 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: 0811A-03-101.000. Lot 1 Blk 28 Replat Of Broad Acres. Property Located At 1209 23rd St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location. Bates Muralee Case: 11142

Parcel 2: 0910P-02-044.000. Life Estate -2015-1436- Lot 8 Blk 8 Wood Glen Subd Sec 4. Property Located At 202 Pinewood Cir. For Violation Of Remove Or Repair & Legally Tag, Remove Clutter And Debris. Aronson Marc Yale Case: 11647

Parcel 3: 0811A-04-075.000. Lot 7 Blk 12 Broadacres. Property Located At 2601 Bullis Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Stop Major Repairs Or Dissembl, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances. Amenta Mario Case: 11717

Parcel 4: 0811B-05-015.000. Beg 7.6 Ft N Of Inter Of N Mar Of Pass Rd & E Mar Of 17th Ave Nly Along 17th Ave 150 Ft E 143 Ft To W Mar Of Alley Sly Along Alley 89.8 Ft To Pass Rd Swly Along Rd 156.1 Ft To Pob Being Part Of Lots 17 To 19 & All Of Lots 20 To 22 Blk 18 Arlington Heights Add Sec 3-8-11. Property Located At 1620 Pass Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Vincent Jack Case: 11169

Parcel 5: 0811B-05-015.001. Lots 23 & 24 Inc Blk 18 Arlington Heights Add Of Sec 3-8-11. Property Located At 2518 17th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris. Vincent Jack Case: 11171

Parcel 6: 0811B-05-016.000. Lot 25 Blk 18 Arlington Heights Add. Property Located At 17th Ave. For Violation Of Remove Clutter And Debris. Vincent J D Case: 11191

Parcel 7: 0811B-04-046.001. W 53 Ft Of Lots 26 To 28 Inc Blk 25 Arlington Heights Add. Property Located At 1613 25th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Vincent Gloria N Case: 11192

Parcel 8: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. Property Located At 2510 19th Ave. 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, Park In Approved Location, Remove Clutter And Debris. Cumberland Milford E III Case: 11695

Parcel 9: 0810F-01-011.001. Lots 26 To 30 Inc & Lots 31 & 32 Blk 276 North Gulfport Secs 27/28-7-11. Property Located At 8210 Georgia Ave A. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Correct Unsanitary Condition, Remove Clutter And Debris, Remove/Relocate Storage. Miller Doris M & Willie Case: 11724

Parcel 10: 0810E-05-061.000. N 50 Ft Of S 1610 Ft Of W 134.7 Ft Of Sw1/4 Less R/W For Hwy Sec 28-7-11. Property Located At 4415 Kentucky Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Stop Major Repairs Or Dissembl, Park In Approved Location, Remove Clutter And Debris, Remove Or Relocate Furniture. Day Sandra D -Estate- Case: 11770

Parcel 11: 1010G-01-035.000. Lot 20 Blk 4 Fernwood Heights Sec 29-7-10. 931 Brown St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. Muir Kharima & Rayval

Parcel 12: 0911B-01-030.000. Beg On N Line Of Pilgrim Prop. Property Located At 427 Oak Grove Ave. For Violation Of Remove Or Repair & Legally Tag, Make Necessary Repairs, Park In Approved Location. Hinds Trenton Case: 11398

Parcel 13: 1010F-02-007.000. Beg 310 Ft E Of Ne Cor Of Pine St & Pc Rd For Beg E Along N R/W Pc Rd 150 Ft N 196 Ft W 150 Ft S 197 Ft To S Line Of P C Rd & Pt Of Beg Less Part To City Of Gpt For Street In Se 1/4 Of Se 1/4 Sec 30-7-10. Property Located At 1720 East Pass Rd. For Violation Of Make Necessary Repairs. Haydel Properties LP Case: 11533

Parcel 14: 1010H-01-044.000. 4.7 Ac Com At Se Cor Of Sec 29 N 688.3 Ft W 1334.5 Ft N 22 Ft To Pob N 967.28 Ft S 87 Dgs E 221.2 Ft S 968.7 Ft To N Mar Of Pass Rd Wly Along Rd 201.1 Ft To Pob Part Of E 1/2 Of Se 1/4 Of Sec 29-7-10. 2238 East Pass Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Correct Unsanitary Condition. Broadus Jonathan

Parcel 15: 1008K-03-001.000. Parcel Lying S Of Lorraine Rd & W Of Gould Rd In SE Cor Of NW 1/4 Of NE 1/4. Property Located At 11600 Lorraine Rd F-1. For Violation Of Remove Or Repair & Legally Tag, Park In Approved Location. River Ridge Townhomes LLC Case: 11436

Parcel 16: 1007M-01-042.001. N 83 Ft Of Lot 7 Blk 6 Rolling Acres Subd Sec 31-6-10. Property Located At 13148 Sheldon St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove Clutter And Debris. A+ Able Administration Inc Case: 11573

Parcel 17: 1007M-01-044.000. Lot 9 Blk 6 Rolling Acres Subd. Property Located At 13192 Sheldon St. For Violation Of Remove/Haul Off Trash & Debris, Remove Vehicle, Correct Unsanitary Condition, Remove/Relocate Utl Trailer, Remove Objects. Howard Mary Ann -Estate- Case: 11574

Parcel 18: 0907M-02-011.000. 1.9 Ac(C) W 280 Ft Of Lots 20 To 24 Blk 2 National Tung Grove Corp Subd #2 Sec 35-6-11. Property Located At 13452 O'neal Rd. 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, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Boat. So Ponnarith Case: 11734

Parcel 19: 0908A-02-001.006. 1.63 Ac (C) Com At Inter Of W Line Of Ne 1/4 Of Sec 1 & S Mar O'neal Rd E Along Rd 330 Ft S 17 Dgs E 272.1 Ft To Pob S 17 Dgs E 175 Ft N 84 Dgs E 375.8 Ft W Mar Of John Ross Rd Nly Along Rd 210 Ft S 77 Dg W 381.8 Ft To Pob Part Of Nw 1/4 Of Ne 1/4 Of Sec 1-7-11. Property Located At 12803 John Ross Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris. Meyer Jana Et Al Case: 11735

Parcel 20: 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/Relocate Utl Trailer. Forehand Janice S Case: 11748

Parcel 21: 0908L-01-073.000. Lot 87 Wingate Subd. Property Located At 87 Royal Pine Dr. 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, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings, Correct Unsanitary Condition. Barnett Natascha Case: 11754

Parcel 22: 1007M-01-045.000. Lot 10 Blk 6 Rolling Acres Subd. Property Located At Sheldon St. For Violation Of Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Howard Mary A R -Estate- Case: 11769

Parcel 23: 0808L-03-008.000. Lots 25 To 27 Less S 50 Ft Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 15527 Orange Grove Rd. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintenance Or Remove, Remove Clutter And Debris. Hutchinson Mathew Case: 11729

Parcel 24: 0808L-03-009.000. S 50 Ft Of Lots 25 To 29 Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 11396 Railroad St. For Violation Of Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Cowart Floyd -EST- Case: 11730

PURCHASING DEPARTMENT

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

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

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: July 27, 2023

RE: A/C Unit for Fire Station # 3 – Building Maintenance

The Purchasing Department reviewed the bids received for the above referenced building. We found that J & S Heating and Air, LLC to be the lowest and best bid at $7,866.25 and purchase order number 232736 was issued.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 232736	Southland Heating & Air	J & S Heating and Air	Bourdins
Fire Station # 3			
5 Ton Gas Heat A/C System	$9,678.00	$7,866.25	No Bid

PURCHASING DEPARTMENT

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

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

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: July 27, 2023

RE: A/C Unit for 424 34th Street – Building Maintenance

The Purchasing Department reviewed the bids received for the above referenced building. We found that Southland Heating & Air to be the lowest and best bid at $16,492.00 and purchase order number 232735 was issued.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 232735	QTY	Southland Heating & Air		J & S Heating and Air		Bourdins	
424 34th Street		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
5 Ton Split System Heat Pump Systems	2	$8,246.00	$16,492.00	$6,740.00		No Bid	

PURCHASING DEPARTMENT

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

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

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Olivia McMahan, Procurement Specialist

Date: July 24, 2023

RE: Code Enforcement
2001 30th St, Case # 11445

The Purchasing Department reviewed 3 bids that were received for the above referenced property. We found that Southern Enviro Construction has the lowest and best bid at $6,500.00 and purchase order number 232719 was issued.

Attached is the bid tabulation for your reference.

We request this be spread upon the minutes. Thank you for your consideration.

PO # 232719	Southern Enviro Construction	L & M LAWN CARE	A D & R INC	860 PROPERTY MAINTENANCE
2001 30TH ST CASE # 11445				
Obtain Permit / Demolish Structure	$6,500.00	$6,740.00	$8,000.00	$20,000.00

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: July 10, 2023

RE: Safety Equipment – Fire Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined GME Supply to be the lowest and best bid for a total amount of $8,970.57.

Purchase Order #232583 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 - SAFETY EQUIPMENT

PO # 232583

	QTY	GME SUPPLY		FARWEST LINE SPECIALTIES		COLUMBIA SAFETY	
SAFETY EQUIPMENT	1	$ 8,970.57	$ 8,970.57	$ 9,172.39	$ 9,172.39	$ 10,030.00	$ 10,030.00
			$ -		$ -		
			$ -		$ -		
Total			$ 8,970.57		$ 9,172.39		$ 10,030.00

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: July 10, 2023

RE: RPLMT Batteries – Public Works Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Temple to be the lowest and best bid for a total amount of $10,805.00.

Purchase Order #232582 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 DEPARTMENT - RPLMT BATTERIES

PO # 232582

	QTY	TEMPLE		LAMEY ELECTRIC		POWELL CONSTRUCTION SERVICES	
CLARY OP96C, 8, 41AHR 12 BOLT VDC BATTERIES, 96 BOLT BATTERY STRING FOR A CLARY SP2000	5	$ 2,161.00	$ 10,805.00	$ 2,400.00	$ 12,000.00	$ 2,598.00	$ 12,990.00
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 10,805.00		$ 12,000.00		$ 12,990.00

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: July 11, 2023

RE: Guard Rail Supplies Restock – Public Works Department

The Purchasing Department reviewed the quotes received on the above referenced items. Although, GSI Highway Products was the lowest bid received they would not honor an order using a purchase order. Therefore, we awarded the bid to the next lowest Tri-State Guardrail & Sign Company in the amount of $8,234.48.

Purchase Order #232593 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 DEPARTMENT - GUARD RAIL SUPPLIES RESTOCK

PO # 232593

	QTY	GSI HIGHWAY PRODUCTS		TRI-STATE GUARDRAIL & SIGN CO		CAROLINA GUARDRAIL	
12 GAUGE 12'6" GUARDRAIL PANEL	12	$ 117.50	$ 1,410.00	$ 187.34	$ 2,248.08	NO BID	NO BID
QUESTION MARK	10	$ 77.50	$ 775.00	$ 109.28	$ 1,092.80		
6' STEEL POST	30	$ 75.25	$ 2,257.50	$ 96.22	$ 2,886.60		
PLASTIC BLOCK	30	$ 7.25	$ 217.50	$ 9.10	$ 273.00		
5/8" X 1 1/4" SPLICE BOLT	50	$ 1.00	$ 50.00	$ 0.70	$ 35.00		
5/8" X 9 1/2" RAIL BOLT AND WASHER	30	$ 5.95	$ 178.50	$ 4.66	$ 139.80		
RECESSED NUT	80	$ 0.90	$ 72.00	$ 0.74	$ 59.20		$ -
SUBTOTAL			$ 4,960.50		$ 6,734.48		
FREIGHT	1	$ 1,215.00	$ 1,215.00	$ 1,500.00	$ 1,500.00		$ -
Total			$ 6,175.50		$ 8,234.48		NO BID

MEMORANDUM – CITY OF GULFPORT

Date: **AUGUST 1, 2023**

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

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of July, 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 July 1st through July 31st, 2023 to be presented to the City Council on the 8th day of August, 2023 per Mississippi Code § 27-17-501.

DBA	LOCATION/ADDRESS	POSTED DATE	TENDER AMOUNT
COILED BY NATURE	729 E PASS RD, SUITE K	07/03/2023	$5.00
GULF COAST BIKE RENTAL	1520 29TH AVE STE 9	07/03/2023	$105.30
ANAYAS TRESURE LLC	729 E PASS RD, SUITE M	07/03/2023	$5.00
THE WEDDING COLLECTION LLC	1228 E. PASS ROAD	07/05/2023	$10.73
PYRON COASTAL	2409 14TH ST	07/06/2023	$7.50
NB INSURANCE	15154 DEDEAUX RD UNIT B	07/07/2023	$5.00
EXPRESSIONS	2300 E PASS RD #B	07/10/2023	$5.00
BLUE MERCHANTS	13126 OLD HWY 49	07/10/2023	$5.00
BLUE DOG GROOMING	777 WATKINS AVE	07/10/2023	$5.00
BEAU MONDE BUILDING LLC	1223 30TH AVE #B	07/11/2023	$5.00
CHICKEN ON PASS	1720 PASS RD #B	07/12/2023	$6.60
OASIS MENTAL WELLNESS LLC	1803 CURCOR DR	07/13/2023	$5.00
UROLOGY ASSOCIATES	15190 COMMUNITY RD #300	07/13/2023	$7.50
SCHWARTZ, ORGLER, JORDAN & WILLIAMS PLLC	2137 EAST PASS ROAD SUITE B	07/13/2023	$7.50
TANGENT DREAMS	1800 25TH AVE	07/13/2023	$5.00
TIFFANY LE ANNE'S CURL THAIRAPY	1323 28TH AVE #	07/14/2023	$3.75
EXTENDED STAY AMERICA SELECT SUITES #8084	8420 HWY 49	07/14/2023	$35.40
GULF COAST CLEANING COMPANY LLC	2401 JONQUIL ST	07/18/2023	$49.80
J & J AUTOMOTIVE	1940 29TH STREET	07/18/2023	$23.60
WAVELENGTH LLC	4800 KENDALL AVE	07/18/2023	$7.50
FIG BOUTIQUE	10000 FACTORY SHOP BLVD #340	07/19/2023	$5.00
ATELIER, LLC	12180 HWY 49 UNIT 5	07/24/2023	$5.00
MER SOLUTIONS	1520 29TH AVE #16	07/24/2023	$5.00
HUNTINGTON LEARNING CENTER	8950 LORRAINE RD	07/24/2023	$6.60
FLOOR TRADER	12175 HWY 49	07/24/2023	$14.25
IMAGINE COUNSELING CENTER	12274 ASHLEY DR #B	07/24/2023	$45.80
PRISTINE CLEANING SERVICES, INC	10593 SHARP BLVD	07/24/2023	$5.00
BAYOU VIEW WIRELESS	4804 WASHINGTON AVE # A	07/25/2023	$5.00
QUEST ORTHOTICS AND PROSTHETICS	10382 EXPRESS DR	07/25/2023	($20.00)
A1 TREE SERVICE	3212 26TH AVE #B	07/25/2023	($20.00)
A-1 AUTOMOTIVE/PUNGO PAINTBALL	3212 26TH AVE	07/25/2023	($20.00)
RAZOR CLEAN BARBER SHOP	1909 EAST PASS ROAD	07/25/2023	$5.00
SANITIZE NOW	729 E PASS RD, SUITE N	07/25/2023	$5.00
QUEST ORTHOTICS AND PROSTHETICS	10382 EXPRESS DR	07/26/2023	$60.00
MIND BODY SOUL WEIGHT REDUCTION	1803 CURCOR DR #A	07/27/2023	$5.00
PORTS AMERICA GULFPORT INC	1000 W PIER RD	07/28/2023	$15.00
	MONTHLY TENDERED TOTAL AMOUNT:		**$426.83**

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
UD	Reel South Insulation	6/1/2023	6/9/2023	6/9/2023	Building permits, residential, commercial, applications, January, February, March, April, May 2023 City of Gulfport	complete- DROP BOX LINK	$4.37
PD	Kanesha Johnson	6/1/2023	6/1/2023	6/1/2023	Body cam video from report #2023-00030767	completed	$0.00
PD	Paige Murphy	wrong year	6/1/2023	6/1/2023	I am requesting body worn camera footage, dash cam footage, dispatch audio, and any other police video/audio related to the arrest of Kyvon Deandre Wells from Lansing, Michigan . Date of arrest 3/22/19 Time : app 11am Location : area of pass road & US Highway 49	complete-denied wrong year 6/1/2023 emailed letter	$0.00
PD	Paige Murphy	6/1/2023	6/2/2023	6/2/2023	I am requesting body worn camera footage, dash cam footage, dispatch audio, and any other police video/audio related to the arrest of Kyvon Deandre Wells from Lansing, Michigan . Date of arrest 3/22/19 Time : app 11am Location : area of pass road & US Highway 49	complete- no records found 6/2/23 emailed letter	$0.00
PD	Takiyah Brown	6/1/2023	6/1/2023	6/1/2023	2023-000112233 police report and pictures	completed	$0.00
Court	Anna Williams	6/1/2023	6/2/2023	6/2/2023	Court documentation showing the probation was successfully completed with the date. I am applying to Texas for my professional physical therapy license & the licensing investigator needs this.	complete- pending payment	$9.00
UD	Beth Kroupa	6/1/2023	6/2/2023	6/2/2023	Copy of tree survey map reviewed by the City Tree advisor Alan Featherston submitted by Elliott	complete-denied request does not show everything typed 6/2/23 emailed letter	$0.00
UD	Edward Cohen	6/2/2023	7/11/2023	7/11/2023	Need all documents, plans, engineer studies, drawings and the entire file concerning proposed modifications and improvements to 3801 25th ave, Gulfport, Miss Landlord: Edward Cohen Tenant: Neo-Ninjutsu, LLC Donald Saucier & Michael Sanford from March 2021 to March 2022	complete-DROP BOX LINK-pending payment	$8.75
Engineering	Edward Cohen	6/2/2023	7/11/2023	7/11/2023	Need all documents, plans, engineer studies, drawings and the entire file concerning proposed modifications and improvements to 3801 25th ave, Gulfport, Miss Landlord: Edward Cohen Tenant: Neo-Ninjutsu, LLC Donald Saucier & Michael Sanford from March 2021 to March 2022	complete- no records emailed letter 7/11/23	$0.00

PD	Jenna Secreto	6/2/2023	6/6/2023	6/6/2023	Vehicle hit transformer causing power outage on 5/30/23	complete- no vague need more info 6/6/2023 emailed letter	$0.00
UD	Beth Kroupa	6/2/2023	6/15/2023	6/15/2023	April 2023 Tree survey map by Elliott Homes for William Carey University property off Beach Rd.	complete- pending payment	$8.75
Court	Princess Graves	6/5/2023	6/13/2023	6/13/2023	2023-00048358 (send to the Municipal Court video) Body cameras footage of my conversation with Officer Swann badge #219 5/29/23 @ 18:44:33	completed- active case letter 6/13/23 emailed	$0.00
Court	Agent Diamond Johnson	6/5/2023	6/6/2023	6/6/2023	21-013311	completed- denied too broad/vague 6/6/23 emailed letter	$0.00
Court	Kandi Connetti	6/5/2023	6/6/2023	6/6/2023	All records on Margaret Sherrell	completed- no records found 6/6/23 emailed letter	$0.00
PD	Kandi Connetti	6/5/2023	6/5/2023	6/5/2023	All records on Margaret Sherrell	completed	$0.00
Court	NICS	6/6/2023	6/7/2023	6/7/2023	Vehicle : Possession of Marijuana (1-30 grams) while operating a motor vehicle	completed	$0.00
PD	Richard Anderson	6/6/2023	6/7/2023	6/7/2023	Cassius Vaughn Hanzy	completed- denied to vague 6/7/2023 emailed letter	$0.00
UD	David Mineer	6/6/2023	6/9/2023	6/9/2023	Requesting copies of all issued building permits from 5/1/2023- 5/31/2023	complete-DROP BOX LINK	$4.37
Court	Laura Green/Kimberly Rosetti	6/6/2023	6/7/2023	6/7/2023	Rebecca Sanders/James Dunnigan- any records of domestic violence, reports filed, charges filed, arrests, etc., as well as any other charges for either individual for any type of matter	completed- denied multiple subjects 6/7/23 emailed letter	$0.00
PD	Laura Green/Kimberly Rosetti	6/6/2023	6/7/2023	6/7/2023	Rebecca Sanders/James Dunnigan- any records of domestic violence, reports filed, charges filed, arrests, etc., as well as any other charges for either individual for any type of matter	completed- denied multiple subjects 6/7/23 emailed letter	$0.00
Court	Emily Hallenberger	6/6/2023	6/7/2023	6/7/2023	16-031793 (DUI) Gulfport Police Dept. Please send certified copy of the Judgment of Conviction , notification of penalties and advice of right	completed	$0.00
Court	Byron Wilbert-1	6/7/2023	6/7/2023	6/7/2023	Pamela Robins	completed	$0.00
Court	Byron Wilbert-2	6/7/2023	6/8/2023	6/8/2023	Pamela Carter	completed	$0.00
Court	Laura Green/Kimberly Rosetti	6/7/2023	7/3/2023	7/3/2023	Rebecca Sanders vs Lakeview Corporation. Any and all arrests, citations and/or violations involving Rebecca Sanders from January 1, 2023 through present date	completed	$18.25
PD	Laura Green/Kimberly Rosetti	6/7/2023	6/16/2023	6/16/2023	Rebecca Sanders vs Lakeview Corporation. Any and all arrests, citations and/or violations involving Rebecca Sanders from January 1, 2023 through present date	completed	$3.00
Court	Knox County District Attorneys Office	6/7/2023	6/8/2023	6/8/2023	Jonathan Ellerbusch 3/2/83- Requesting certified copies of defendants DUI 2nd conviction from 6-13-2010	completed	$0.00

PD	Samantha Lowery	6/7/2023	6/13/2023	6/13/202	2022-00130089- Requesting full report since dismissed	completed- cant disclose records involving children 6/13/23 emailed letter	$0.00
UD	Twila Johnson	6/7/2023	6/8/2023	6/8/2023	certificate of occupancy	completed- denied no address 6/8/23 emailed letter	$0.00
Court	Niki Cranford	6/7/2023	6/8/2023	6/8/2023	Requesting the conviction record for Amanda Attia in reference to our current DUI case at the 16th Circuit Solicitors Office. We can see previous arrest but cannot see the disposition or the conviction for the arrest. Please email and mail us a certified copy	complete- denied case still pending and has not been adjudicated 6/8/23 emailed letter	$0.00
UD	Brittany Martino	6/7/2023	6/9/2023	6/9/2023	Certificate of Occupancy for 14072 Fox Hill Dr, Gulfport, MS 39503	completed	$0.00
Court	Sandy Reynolds	6/8/2023	6/8/2023	6/8/2023	Commencely Penelton- Please send all abstracts for all DUIs for the defendant	completed	$0.00
Court	Montgomery Livingston	6/8/2023	6/8/2023	6/8/2023	Court records for citations #G1003661; G1003660; G1013164, G1013162, G1013163; Subject: Lorenzo Fountain /Background CK for Dept Homeland Security , Please call when ready for pick up	completed	$0.00
Court	Chaneka Roby	6/8/2023	6/8/2023	6/8/2023		completed- denied left blank 6/9/2023 emailed letter	$0.00
Court	Chaneka Roby	6/8/2023	6/12/2023	6/12/2023	Simple assault 5-28-2007	completed	$0.00
Court	Agent Thomas Rogers	6/8/2023	6/8/2023	6/8/2023	2023-011233- Simple domestic violence	completed	$0.00
UD	Scialodone Law Firm, PLLC	6/8/2023	6/9/2023	6/9/2023	certificate of occupancy	completed- denied no address 6/9/23 emailed letter	$0.00
UD	Scialodone Law Firm, PLLC	6/9/2023	6/12/2023	6/12/2023	certificate of occupancy for 1319 24th ave gulfport,ms 39503	complete-pending payment	$4.37
Court	Mandy Phillips	6/9/2023	6/9/2023	6/9/2023	Pre-Employment BG check fon Winston Ellery Roberts- any and all court records on said person	completed	$0.00
Code Enforcement	Annie James	6/9/2023	6/9/2023	6/9/2023	All correspondence and pictures of 3530 20th Street regarding demolition	completed	$0.00
UD	Phillip Carlisle	6/9/2023	6/9/2023	6/9/2023	Certificate of occupancy for 15173 clemenson ave Gulfport, ms 39503	complete- no records found 6/9/2023 emailed letter	$0.00
UD	Phillip Carlisle	6/9/2023	6/9/2023	6/9/2023	Certificate of occupancy	complete- denied to broad. Vague no address listed 6/9/23 emailed letter	$0.00
UD	Phillip Carlisle	6/9/2023	6/9/2023	6/9/2023	Certificate of occupancy	complete- denied to broad. Vague no address listed 6/9/23 emailed letter	$0.00

	Brent Mastin	6/9/2023	6/9/2023	6/9/2023	Vacant Lot (0807M-03-042.000), Lot 96 Northwood Hills. 1) Can you please advise if there are any open code violations (nuisance, building, zoning, etc.) or code liens on the property? 2) Can you please advise if there are any open/expired permits on the property?"	completed- denied asked questions 6/9/2023 emailed letter	$0.00
Code Enforcement	Brent Mastin	6/9/2023	6/12/2023	6/12/2023	Vacant Lot (0807M-03-042.000), Lot 96 Northwood Hills. 1) please advise if there are any open code violations (nuisance, building, zoning, etc.) or code liens on the property? 2) please advise if there are any open/expired permits on the property?" If none, please advise. I don't need copies of any closed violations or permits	completed-no records found 6/12/23 emailed letter	$0.00
UD	Brent Mastin	6/9/2023	6/12/2023	6/12/2023	Vacant Lot (0807M-03-042.000), Lot 96 Northwood Hills. 1) please advise if there are any open code violations (nuisance, building, zoning, etc.) or code liens on the property? 2) please advise if there are any open/expired permits on the property?" If none, please advise. I don't need copies of any closed violations or permits	completed-no records found 6/12/23 emailed letter	$0.00
UD	Calvin Stevenson	6/9/2023	6/9/2023	6/9/2023	Copy of new construction sin	6/12/2023 spoke with requestor and he no longer needs request, notified UD to cancel	$0.00
FD	Tatiyana Murrieta/Rutledge Claims Management	6/9/2023	6/19/2023	6/19/2023	Fire report for the address 2303 Birch Drive, Gulfport, MS 39503. Estimated DOI: 2/4/2023. If you are able to do a search and advise if any fire reports pull under the address, if you locate a report, we request a copy of that report. Our internal file # 1310602.	completed- no records 6/19/23 emailed letter	$0.00
UD	Twila Johnson	6/9/2023	6/12/2023	6/12/2023	Certificate of Occupancy 15895 Walker Farm Lane Gulfport, MS 39503 requested address	completed-denied address is not in city limits 6/12/23 emailed letter	$0.00
UD	Mary Treen	6/11/2023	6/12/2023	6/12/2023	Building permit applications/issued - residential & commercial over $10k, requesting permits from 6/1-6/9/23	complete	$4.37
Court	NICS	6/12/2023	6/12/2023	6/12/2023	Records Request: Julian Alexis Chapman - disposition report attached	completed	$0.00
Planning & Zoning	LG Development , LLC	6/12/2023	7/11/2023	7/11/2023	Find platt for the most recent condo development within the City of Gulfport	complete	$17.50
PD	Post Office	wrong date	6/12/2023	6/12/2023	22-008540, data burned onto	completed- denied due to date (5/26/23) and too vague 6/12/2023 emailed letter	$0.00

PD	Richard Anderson-1	6/12/2023	6/14/2023	6/14/2023	Cassius Vaughn Hanzy: All interrogations and interviews conducted in relation to the case in video or audio format, any statements or confessions, confession footage, all bodycam footage filmed in video format.	completed- cant disclose records involving children 6/14/23 emailed letter	$0.00
PD	Richard Anderson-2	6/12/2023	6/14/2023	6/14/2023	Cassuis Vaughn Hanzy: CCTV/surveillance footage related to the case in video format; bodycam footage filmed of the crime scene in video format, police reports, all 911 calls recorded in relation to the case in audio format	completed- cant disclose records involving children 6/14/23 emailed letter	$0.00
PD	Richard Anderson-3	6/12/2023	6/14/2023	6/14/2023	Cassius Vaughn Hanzy: All crime scene and evidence photos , all autopsy reports, and all police dashcam footage which discuss describe or pertain to the case in video format	completed- cant disclose records involving children 6/14/23 emailed letter	$0.00
	Coforge BPS	6/12/2023	6/13/2023	6/13/2023	File: 1020959, Add : 118 Imilda Dr Orange Grove MS 39503 ; For the above-referenced residential property, can you please provide me with copies of the following (if they exist) 1. open code violations 2. permits that need to be closed out 3. unpaid special assessments, fines, fees, tickets not on property taxes 4) current water, sewer, trash statement/balance and due date good through 6/30/23, In addition,m if you can provide a payment history (3-6 months) that would be appreciated 5) if any liens exist, please provide a payoff date of 6/30/23	completed- denied no signature no date 6/13/2023 emailed letter	$0.00
UD	Laura Laruent	6/12/2023	6/13/2023	6/13/2023	All building permits associated with home construction at 11030 Firetower Rd Pass Christian	completed- denied address is for Pass Christian, MS 6/13/23 emailed letter	$0.00
Court	Westlaw Court Express	6/12/2023	6/13/2023	6/13/2023	Criminal search request- Bridgette Bryan; Bridgette Palmer; and Bridgette Davenport, DOB : 10/1/1965	complete-denied too broad/vague 6/13/23 emailed letter	$0.00
PD	James Corley	6/12/2023	6/12/2023	6/12/2023	2023-00048204-I am requesting a copy of the body cam video of that night	completed-denied no date on request 6/13/23 emailed letter	$0.00
Court	Darrion McInnis	6/12/2023			19-040421- original ticket		
PD	Angela Smith	6/12/2023	6/13/2023	6/13/2023	10-012943	completed-denied to vague 6/13/23 emailed letter	$0.00

Code Enforcement	Coforge BPS	6/13/2023	6/14/2023	6/14/2023	File: 1020959, Add : 118 Imilda Dr Orange Grove MS 39503 ; For the above-referenced residential property, can you please provide me with copies of the following (if they exist) 1. open code violations 2. permits that need to be closed out 3. unpaid special assessments, fines, fees, tickets not on property taxes 4) current water, sewer, trash statement/balance and due date good through 6/30/23, In addition,m if you can provide a payment history (3-6 months) that would be appreciated 5) if any liens exist, please provide a payoff date of 6/30/23	complete- no records found 6/14/2023 emailed letter	$0.00
UD	Coforge BPS	6/13/2023	6/19/2023	6/19/2023	File: 1020959, Add : 118 Imilda Dr Orange Grove MS 39503 ; For the above-referenced residential property, can you please provide me with copies of the following (if they exist) 1. open code violations 2. permits that need to be closed out 3. unpaid special assessments, fines, fees, tickets not on property taxes 4) current water, sewer, trash statement/balance and due date good through 6/30/23, In addition,m if you can provide a payment history (3-6 months) that would be appreciated 5) if any liens exist, please provide a payoff date of 6/30/23	complete- no records found 6/19/2023 emailed letter	$0.00
WB	Coforge BPS	6/13/2023	6/14/2023	6/14/2023	File: 1020959, Add : 118 Imilda Dr Orange Grove MS 39503 ; For the above-referenced residential property, can you please provide me with copies of the following (if they exist) 1. open code violations 2. permits that need to be closed out 3. unpaid special assessments, fines, fees, tickets not on property taxes 4) current water, sewer, trash statement/balance and due date good through 6/30/23, In addition,m if you can provide a payment history (3-6 months) that would be appreciated 5) if any liens exist, please provide a payoff date of 6/30/23	completed- no charge took dept. less than 5 min to research docs	$0.00

Court	Westlaw Court Express	6/13/2023	6/13/2023	6/13/2023	Criminal Record Check on one individual: Bridgette Bryan, Bridgette Palmer and Bridgette Davenport DOB 10/1/1965 If there are any records returned on the name DOB/search, please provide basic case information (case number, filing date, case type, disposition date, etc.)	completed-pending payment	$9.25
UD	Rodarius/Felicia Flowers	6/13/2023	6/13/2023	6/13/2023	Certificate of Occupancy	completed-denied no address provided 6/13/23 emailed letter	$0.00
UD	Rodarius/Felicia Flowers	6/14/2023	6/22/2023	6/22/2023	Certificate of Occupancy for 14714 Canal Loop Gulfport, MS 39503	complete-no records emailed letter 6/22/2023	$0.00
PD	Post Office	6/13/2023	6/13/2023	6/13/2023	22-008540, data burned onto	complete-denied too broad/vague 6/13/23 emailed letter	$0.00
Court	Isabella Moorman	6/13/2023	6/13/2023	6/13/2023	Individuals Name: Sperry, Austin. I would like to request a search for any criminal records (misdemeanor/traffic) filed at your court pertaining to the individual above. Please provide the case information for any cases found or a copy of the docket/case summary. Thank you!"	Completed- denied no signature 6/13/2023 emailed letter	$0.00
Court	Michael Crosby	6/13/2023	6/13/2023	6/13/2023	GPD #22-009877 - Disposition sheet	complete-pending payment	$9.25
Court	Isabella Moorman-1	6/13/2023	6/14/2023	6/14/2023	Individuals Name: Sperry, Austin. I would like to request a search for any criminal records (misdemeanor/traffic) filed at your court pertaining to the individual above. Please provide the case information for any cases found or a copy of the docket/case summary. Thank you!"	complete- no records found 6/14/2023 emailed letter	$0.00
	Norman Sipe	wrong date	6/13/2023	6/13/2023		completed-denied left blank and wrong date 6/13/23 emailed letter	$0.00
	Norman Sipe	6/13/2023	6/14/2023	6/14/2023	Certificate of Occupancy , Proof of 2006 IRC	completed- too vague- no responsive recs 6/14/2023 emailed letter	$0.00

Code Enforcement	Kor Lor	6/13/2023	6/14/2023	6/14/2023	4001 Chamberlin Ave Gulfport, MS 39507. Copies of any and all open/active code violations demolition actions /condemnation actions including the original notice and any associated liens that could result in a fine/additional lien against the property. Copies of any unpaid invoices associated with any code violations and payoff amounts good for 30 days. Please include a detailed breakdown of the amounts due as well as the corresponding notice of violation in addition to how the check should be made payable and where the amount should be sent.	complete-no sign; no recs responsive to request 6/14/2023 emailed letter	$0.00
PD	Angela Smith	6/13/2023	6/13/2023	6/13/2023	10-012943- Records of arrest, incident, supplemental and/or investigation, court report, disposition	completed	$0.00
Planning & Zoning	Elliott Land Development LLC	6/13/2023	7/7/2023	7/7/2023	1) Transcripts from zoning board of adjustments case #2304ZB035 2) Traffic study concerning the great southern development	completed-pending paymen	$355.00
UD	Norman Sipe	6/14/2023	6/19/2023	6/19/2023	Certificate of occupancy and letter stating international residential code year edition on property address 14703 Audubon lake Blvd. Gulfport, ms 39503	completed- address not in city limits 6/19/23 emailed letter	$0.00
	James Corley	no date	6/14/2023	6/14/2023	2023-00048204/I am requesting a copy of the body cam video from the night of of 5/28/2023	completed- no date on records req- no record responsive to rec- 6/14/2023 emailed letter	$0.00
PD	James Corley	6/14/2023	6/14/2023	6/14/2023	2023-00048204/I am requesting a copy of the body cam video from the night of of 5/28/2023	completed	$0.00
Court	NICS	6/14/2023	6/14/2023	6/14/2023		completed- request form was blank no responsive recs 6/14/2023 emailed letter	$0.00
Court	NICS	6/14/2023	6/14/2023	6/14/2023	Arrest Case Number: 17-005301 Charge: Embezzlement- Property Held in Trust. Need final disposition and level of conviction	completed- no records responsive 6/14/2023 emailed letter	$0.00
UD	Scotti Catalano	6/14/2023	6/19/2023	6/19/2023	Letter stating year edition of international residential code home was built under property address 15895 walker farm lane Gulfport ms 39503	completed- address not in city limits 6/19/23 emailed letter	$0.00
PD	Amy Richardson	6/14/2023	6/14/2023	6/14/2023	Data burned onto DVD	Completed-too vague no responsive records 6/14/23 emailed letter	$0.00
UD	Adam Fear	6/14/2023	6/19/2023	6/19/2023	Building permit- 12010 Intraplex Parkway- Just need a soft copy of the building permit emailed over to me.	complete- too broad 6/19/23 emailed letter	$0.00

UD	Nathan Houston	6/14/2023	6/19/2023	6/19/2023	List of new businesses with phone numbers for month of May 2023	complete	$4.37
PD	Mariano Barvie	6/14/2023	6/14/2023	6/14/2023	Case No: 2023-000446035 ; Report No: 2023029820; I hereby request any 911 calls and body camera footage regarding motor vehicle collision of 5/21/23 involving Bros Trucking & Crane LLC, and Kai McCleadon	completed	$0.00
	Ian O 'Donald	6/14/2023	6/15/2023	6/15/2023	Code violations, fire and damaged properties, and water shut off list	completed- too vague no address was listed emailed letter 6/15/2023	$0.00
UD	Wesley Batson	6/15/2023	6/19/2023	6/19/2023	certificate of occupancy or certicate of completion for home built in 2006 at 15 poplar circle Gulfport, ms 39507	complete	$4.37
Planning & Zoning	Donovan Scruggs	6/15/2023	6/20/2023	6/20/2023	Documents related to the appeal filed for Planning Commission case case 2304PC037 to include copies of appeal letter and basis for appeal, copies of invoices related to appeal, copies of check or payment method, and receipt for payment for filing appeal	completed	$0.00
UD	Kim Gibson	6/15/2023	6/19/2023	6/19/2023	Certificate of occupancy , cert of completion permit applications, inspection results for 810 hardy avenue Gulfport, ms 39501	completed	$4.37
Planning & Zoning	Tamyeka Osborne	6/15/2023	6/15/2023	6/15/2023	Copy of survey/site plan	completed- too vague no address- emailed letter 6/15/2023	$0.00
PD	Progressive Insurance	6/15/2023	6/21/2023	6/21/2023	2023-0051657- I am requesting a copy of the video footage from the accident please send to the email address above.	completed - too vague 6/21/23 emailed letter	$0.00
UD	Ollie Bailey	6/15/2023	6/15/2023	6/15/2023	Certificate of occupancy reflecting building code standard for home located at 1735 21st avenue Gulfport, ms - Certificate of occupancy reflecting building code standard for home located at : 12090 Jessica Circle Gulfport , MS 39503	completed- multiple subjects on requests - no recs responsive emailed letter on 6/15/2023	$0.00
PD	Pepper & Odom P.C.	6/15/2023	6/15/2023	6/15/2023	On April 15, 20223, a balcony located at 1271 Century Dr., Unit A, Gulfport, MS 39507 collapsed. Our clients were injured as a result. Our clients are Nya Sapp, Kaliah Wilson, Brodrick Thompson, Fredrick Brumfield Eric Powell, and Cristen Banks.	completed- multiple subjects on requests& too vague - no recs responsive emailed letter on 6/15/2023	$0.00
UD	Ollie Bailey-1	6/15/2023	6/19/2023	6/19/2023	Certificate of occupancy for the location 12090 Jessica Circle; Gulfport, MS 39503. Homeowner is Megan Holder	completed- no records 6/19/23 emailed letter	$0.00
Code Enforcement	Ian O 'Donald	6/15/2023	6/20/2023	6/20/2023	Fire damaged properties 2023 list, water shut off 2022, code violations 2022	complete- can't generate report 6/20/23 emailed letter	$0.00

Water Billing	Ian O 'Donald	6/15/2023	6/15/2023	6/15/2023	Fire damaged properties 2023 list, water shut off 2022, code violations 2022	completed- too vague 6/20/23 emailed letter	$0.00
FD	Ian O 'Donald	6/15/2023	6/16/2023	6/16/2023	Fire damaged properties 2023 list, water shut off 2022, code violations 2022	completed- too vague emailed letter 6/16/2023	$0.00
PD	Pepper & Odom P.C.	6/16/2023	6/16/2023	6/16/2023	I need an accident report from April 15, 2023 in which a balcony located 1271 Century Dr, Unit A, Gulfport, MS 39507 collapsed. Our client Nya Sapp was injured as a result	completed-no records 6/16/2023 emailed letter	$0.00
FD	Pepper & Odom P.C.	6/16/2023	6/20/2023	6/20/2023	I need an accident report from April 15, 2023 in which a balcony located 1271 Century Dr, Unit A, Gulfport, MS 39507 collapsed. Our client Nya Sapp was injured as a result	completed-no records 6/20/23 emailed letter	$0.00
Court	Michelle Peterson	6/16/2023	6/16/2023	6/16/2023	22-087644/May, Shankura Sheteal- Certified court abstract showing final disposition on Case No. 22-087644 for offense date 8/13/2022	completed	$9.25
PD	Lisa Johnekins	6/16/2023	6/16/2023	6/16/2023	22-008540- requesting photos from accident report #22-008540	completed	$0.00
PD	Chelsea Woullard	6/16/2023	6/21/2023	6/21/2023	John Cumberland-10/87/2003-Leaving scene of accident	complete-no records found 6/21/2023 emailed letter	$0.00
Court	Chelsea Woullard	6/16/2023	6/19/2023	6/19/2023	John Cumberland-10/87/2003-Leaving scene of accident	completed- no records found 6/19/23 emailed letter	$0.00
UD	Ashley Diaz	6/16/2023	6/19/2023	6/19/2023	Cert of Occupancy	completed- no address listed 6/19/2023 emailed letter	$0.00
WB	Frederick Mannino	6/16/2023	6/19/2023	6/19/2023	2020 All money paid for my water bill 2021 “ “ “ “ & 2022 x 2023 “ “ “.	completed- multiple subjects 6/19/23 emailed letter	$0.00
Planning & Zoning	Joe Moore	6/16/2023	6/23/2023	6/23/2023	Any site plans of surveys for 2610 Pass Rd	complete-no records found 6/23/2023 emailed letter	$0.00
Engineering	Joe Moore	6/16/2023	7/11/2023	7/11/2023	Any site plans of surveys for 2610 Pass Rd	completed- no records 7/11/2023 emailed records	$0.00
UD	Michael Norman	6/16/2023	7/11/2023	7/11/2023	For copies of any permits , violations and inspections results for 1602 Woodard ave Gulfport and 0711F-02-015.00	complete-pending payment	$6.12
Code Enforcement	Michael Norman	6/16/2023	6/19/2023	6/19/2023	For copies of any permits , violations and inspections results for 1602 woodard ave Gulfport and 0711F-02-015.00	complete	$4.37
UD	Ashley Diaz	6/18/2018	6/22/2023	6/22/2023	Certificate of occupancy for 11235 Creel Circle Gulfport, MS 39503 email to youngjapan3@gmail.com	complete	$4.37
UD	Richard Reed	6/19/2023	6/19/2023	6/19/2023	Certificate of Occupancy for 11428 Daisy Lane Gulfport, MS 39503	complete	$4.62
UD	Jimmy Briggs	6/19/2023	6/19/2023	6/19/2023	Certificate of Occupancy for 4310 Wisconsin Ave	complete-pending payment	$4.62

FD	Stacy Guarino	6/19/2023	6/19/2023	6/19/2023	I am looking for any records indicating a response has been made to 10467 Corporate Drive Gulfport	complete-pending payment	$4.37
PD	United States Probation Office	6/19/2023	6/20/2023	6/20/2023	09-11859-I am requesting any records relating to the arrest of Jose Marcel Mendoza (DOB: 12/8/92) for burglary of a dwelling and robbery, which took place on 4/5/2009	completed	$0.00
UD	Skylien Lien	6/19/2023	6/20/2023	6/20/2023	Any open/expired building permits and any active/open code violations including fees for property address: 4 Heather wood Drive Gulfport, MS 39503	complete- no records 6/20/23 emailed letter	$0.00
Code Enforcement	Skylien Lien	6/19/2023	6/20/2023	6/20/2023	Any open/expired building permits and any active/open code violations including fees for property address: 4 Heather wood Drive Gulfport, MS 39503	complete- no records 6/20/23 emailed letter	$0.00
UD	Investigator Matt Grayson	6/20/2023	6/20/2023	6/20/2023	Building permit info Permit # 202101765	completed	$0.00
FD	Taylor Wissel	6/20/2023	6/20/2023	6/20/2023	See attached page	complete- did not submit actual request 6/20/2023- emailed letter	$0.00
PD	Kanesha Johnson	6/20/2023	6/20/2023	6/20/2023	Report # for crash 6/1/2023- Driver Beatriz Candelereo Martin; Location Courthouse Road	completed	$0.00
PD	Ta McLaurin-1	6/20/2023	6/21/2023	6/21/2023	Gulfport PD Case No. 2023-00014795 Re: 2/16/2023 shooting incident at Burger King, 9440 Hwy 49 Gpt, MS 39503 , All reports, photographs, statements, dash cam, body camera videos	complete- active case letter emailed 6/21/2023	$0.00
PD	Ta McLaurin-2	6/20/2023	6/21/2023	6/21/2023	Police and Municipal Court certified records : Re : Eddie Smith from 6/19/2000 to the present	Completed-too vague no responsive records 6/21/23 emailed letter	$0.00
Court	Ta McLaurin-2	6/20/2023	6/20/2023	6/20/2023	Police and Municipal Court certified records : Re : Eddie Smith from 6/19/2000 to the present	completed	$20.75
PD	Ta McLaurin-3	6/20/2023	6/20/2023	6/20/2023	All GPT PD and Municipal Court records "Certified" Re: Thomas W. Goodman	completed-pending payment	$0.00
Court	Ta McLaurin-3	6/20/2023	6/20/2023	6/20/2023	All GPT PD and Municipal Court records "Certified" Re: Thomas W. Goodman	completed	$22.25
FD	Ta McLaurin-4	6/20/2023	6/30/2023	6/30/2023	Gulfport Fire Department records "Certified" including call sheets, EMS, records, statements, photographs and all other records re: 2/16/2023 call to Burger King 9440 hwy 49 re: shooting	complete- no records 6/30/23 emailed letter	$0.00

	Jesus Valdelamar	no date	6/21/2023	6/21/2023	Electronic copies of any applications, site plan, and documents relating to the installation of new wireless communication tower between May 4-June 20, 2023. Please excluse all small cell sites as we are solely concerned with macro tower sites.		
PD	Kandi Connetti-1	6/20/2023	6/23/2023	6/23/2023	All records on Athuris Rapp	ompleted-requestor cancelle	$0.00
Court	Kandi Connetti-1	6/20/2023	6/21/2023	6/21/2023	All records on Athuris Rapp	completed	$9.75
PD	Kandi Connetti-2	6/20/2023	6/22/2023	6/22/2023	All records on Kobie Williams	complete- no records found 6/22/2023 emailed letter	$0.00
Court	Kandi Connetti-2	6/20/2023	6/21/2023	6/21/2023	All records on Kobie Williams	completed- no records found 6/21/2023 emailed letter	$0.00
PD	Kandi Connetti-3	6/20/2023	6/23/2023	6/23/2023	All records on Jalen J Harvey	ompleted-requestor cancelle	$0.00
Court	Kandi Connetti-3	6/20/2023	6/21/2023	6/21/2023	All records on Jalen J Harvey	completed	$9.50
PD	Kandi Connetti-4	6/20/2023	6/23/2023	6/23/2023	All records on Reubon J. Kelly	ompleted-requestor cancelle	$0.00
Court	Kandi Connetti-4	6/20/2023	6/21/2023	6/21/2023	All records on Reubon J. Kelly	completed	$11.00
Court	Riane Peterson	6/20/2023	6/21/2023	6/21/2023	Carillo: All charges, citatations, complaints, arrests, etc.	completed no records	$0.00
Court	Aimee Easley	6/21/2023	6/21/2023	6/21/2023	Case # 00-010557	completed-too vague 6/21/23 emailed letter	$0.00
Court	Aimee Easley	6/21/2023	6/21/2023	6/21/2023	Case # 00-010557- I need something in regards to the disposition of this public drunk charge showing fines paid the charge etc., for federal gov't job	complete-no records found 6/21/2023 emailed letter	$0.00
Court	Michele Marroy	6/21/2023	6/21/2023	6/21/2023	Need to make sure the charges listed are my charges will need location and disposition for them (see attached listed)	completed- not submitted on actual request 6/21/23 emailed letter	$0.00
FD	Keith McElligott	6/21/2023	6/21/2023	6/21/2023	I am an insurance adjuster helping this business owner. Please provide a copy of the fire report for the business fire which occurred on 6/18/2023 at 1740 E. Pass Road Your report # 2023-00006504	complete	$4.37
UD	Jesus Valdelamar	6/21/2023	6/22/2023	6/22/2023	Electronic copies of any applications, site plan, and documents relating to the installation of new wireless communication tower between May 4-June 20, 2023. Please excuse all small cell sites as we are solely concerned with macro tower sites.	complete- no records 6/22/2023 emailed letter	$0.00

Court	MS State Hospital Forensic Services	6/21/2023	6/22/2023	6/22/2023	MS v Andrew Malik Jones Circuit Court Case Nos. B2401-22-138 & B2401-22-138. I am requesting Gulfport PD records related to any and all incidents/arrests/etc. involving Mr. Jones prior to his arrest in 7/2021 for cause nos. above to assist in court-ordered forensic mental eval	completed	$0.00
PD	MS State Hospital Forensic Services	6/21/2023	6/21/2023	6/21/2023	MS v Andrew Malik Jones Circuit Court Case Nos. B2401-22-138 & B2401-22-138. I am requesting Gulfport PD records related to any and all incidents/arrests/etc. involving Mr. Jones prior to his arrest in 7/2021 for cause nos. above to assist in court-ordered forensic mental eval	completed	$0.00
FD	Kenzi Hookey	6/21/2023	6/22/2023	6/22/2023	Fire report for the address 2303 W Birch Dr, Gulfport, MS 39503. We are unsure of when the fire occurred but we need to receive confirmation that the fire department responded to a fire there, along with a copy of the fire report.	complete	$4.37
Court	Michele Marroy-1	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2001.	ompleted- pending paymen	$9.25
Court	Michele Marroy-2	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2006	ompleted- pending paymen	$9.00
Court	Michele Marroy-3	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2007	ompleted- pending paymen	$9.00
Court	Michele Marroy-4	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2008	ompleted- pending paymen	$9.75
Court	Michele Marroy-5	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2010	ompleted- pending paymen	$10.25
Court	Michele Marroy-6	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2013	ompleted- pending paymen	$9.25
Court	Michele Marroy-7	6/21/2023	6/22/2023	6/22/2023	I request any and all court records/charges Gulfport Municipal Court has pertaining to me, Michele Marroy for 2020	completed- no records found 6/22/2023 emailed letter	$0.00

	Amanda Jiminez-1	incorrect year	6/22/2023	6/22/2023	Copies of open code compliance, building, nuisance, property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property: 105 New Haven Court Gulfport, MS 39503	complete- incorrect year 6/22/23 emailed letter	$0.00
	Amanda Jiminez-2	incorrect year	6/22/2023	6/22/2023	Copies of open code compliance, building, nuisance, property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property: 608 Woodward Avenue Court Gulfport, MS 39503	complete- incorrect year 6/22/23 emailed letter	$0.00
PD	Gary Crep	6/22/2023	6/23/2023	6/23/2023	Subjects Name : Robert Harper, Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023	completed- active case letter 6/23/23 emailed	$0.00
Court	Gary Crep	6/22/2023	6/22/2023	6/22/2023	Subjects Name : Robert Harper, Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023	complete- case is still pending 6/22/2023 emailed letter	$0.00
Court	Byron Wilbert	6/22/2023	6/22/2023	6/22/2023	Jerome Cunningham	complete-too vague 6/22/2023 emailed letter	$0.00
Court	Aimee Easley	6/22/2023	6/22/2023	6/22/2023	Case #00-0100557- I need the disposition information on this public drunk charge to include the charge and outcome (fine paid, etc.)	ompleted- pending paymen	$18.50
Court	Janet Vital	6/22/2023	6/22/2023	6/22/2023	Michael Trevion McLaurin/ Background Investigation Any and all criminal actions including police reports and full court dispositions for this invidual being considered for a national security position	completed	$0.00
FD	Pepper & Odom P.C. - 1	6/22/2023	6/29/2023	6/29/2023	I need an accident report from April 15, 2023 in which a balcony located 1271 Century Dr, Unit A, Gulfport, MS 39507 collapsed. Our client Nya Sapp was injured as a result	completed-pending payment	$4.37
FD	Pepper & Odom P.C. - 2	6/22/2023	6/29/2023	6/29/2023	I need an accident report from April 15, 2023 in which a balcony located 1271 Century Dr, Unit A, Gulfport, MS 39507 collapsed. Our client Samaroya Trask was injured as a result	complete-pending payment	$0.00

PD	U.S. Probation Eastern Dist of Ark	6/23/2023	6/30/2023	6/30/2023	11/2/1997 (Felony Shoplifting) 5/19/2016 (Unlawful possession of explosives, shoplifting 3rd offense)	complete- no records found 6/30/2023 emailed letter	$0.00
PD	Matthew Pennell	6/23/2023	6/23/2023	6/23/2023	I am requesting the call recording for a call I made on to 911 on 10/29/2021	completed	$0.00
PD	Matthew Pennell-2	6/23/2023	7/11/2023	7/11/2023	I am requesting body camera footage from responding officers in relation to a call for service I made on 10/27/2021 between 2100 and 2200 at the following address: 12450 Three Rivers Rd, Apt 46 Gulfport, MS 39503	completed-no records 7/11/2023 emailed letter	$0.00
UD	Jonathan Shrader-1	6/23/2023	6/30/2023	6/30/2023	For the property located at 1200 Mill Road, Gulfport please provide the following: any open or outstanding nuisance code violations (tall grass, junk in the yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	completed- no records 6/30/2023 emailed letter	$0.00
Code Enforcement	Jonathan Shrader-1	6/23/2023	6/23/2023	6/23/2023	For the property located at 1200 Mill Road, Gulfport please provide the following: any open or outstanding nuisance code violations (tall grass, junk in the yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	complete- no records 6/23/2023 emailed letter	$0.00
UD	Jonathan Shrader-2	6/23/2023	6/30/2023	6/30/2023	For the property located at 3103 8th Avenue , Gulfport please provide the following: any open or outstanding nuisance code violations (tall grass, junk in the yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	complete- DROP BOX LINK	$8.75
Code Enforcement	Jonathan Shrader-2	6/23/2023	6/23/2023	6/23/2023	For the property located at 3103 8th Avenue , Gulfport please provide the following: any open or outstanding nuisance code violations (tall grass, junk in the yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	complete- no records 6/23/2023 emailed letter	$0.00

UD	Jonathan Shrader-3	6/23/2023	6/30/2023	6/30/2023	For the property located at 550 Magnolia Street , Gulfport please provide the following: any open or outstanding nuisance code violations (tall grass, junk in the yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	completed- no records 6/30/2023 emailed letter	$0.00
Code Enforcement	Jonathan Shrader-3	6/23/2023	6/23/2023	6/23/2023	For the property located at 550 Magnolia Street , Gulfport please provide the following: any open or outstanding nuisance code violations (tall grass, junk in the yard, etc.) and any associated invoices, any open or outstanding building permits and building code violations, along with associated invoices	complete- no records 6/23/2023 emailed letter	$0.00
Court	Carol Henderson	6/23/2023	6/26/2023	6/26/2023	All criminal records	completed	$9.00
PD	Carol Henderson	6/23/2023	6/23/2023	6/23/2023	All criminal records	completed- too vague 6/23/2023 emailed letter	$0.00
Finance	Victoria Feazelle	6/26/2023	7/11/2023	7/11/2023	State and local fiscal recovery funds documentation/ARPA spending documentation	complete-no records 7/11/23 emailed letter	$0.00
Court	NICS	6/26/2023	6/30/2023	6/30/2023	Subjects Name: McIntosh, Jerold Lamar Jr- Charge : Child Neglect, Delinquency, Abuse- Need Dispo, statue & subsection level	complete- no records 6/30/2023 emailed letter	$0.00
Code Enforcement	Amanda Jimenez-1	6/26/2023	6/30/2023	6/30/2023	Copies of open code compliance, building, nuisance, property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property: 105 New Haven Court Gulfport, MS 39503	complete- no records 6/30/2023 emailed letter	$0.00
UD	Amanda Jimenez-1	6/26/2023	6/30/2023	6/30/2023	Copies of open code compliance, building, nuisance, property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property: 105 New Haven Court Gulfport, MS 39503	complete- no records 6/30/2023 emailed letter	$0.00

Code Enforcement	Amanda Jimenez-2	6/26/2023	6/30/2023	6/30/2023	Copies of open code compliance, building, nuisance, property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property: 1608 Woodward Avenue Gulfport, MS 39501	complete- no records 6/30/2023 emailed letter	$0.00
UD	Amanda Jimenez-2	6/26/2023	6/30/2023	6/30/2023	Copies of open code compliance, building, nuisance, property maintenance code violations, any open or expired building permits or any unpaid fines/fees/invoices resulting from violations or permits. Records should be checked no further back than 5 years. Property: 1608 Woodward Avenue Gulfport, MS 39501	complete- no records 6/30/2023 emailed letter	$0.00
PD	Andrew Reish-1	6/26/2023	6/26/2023	6/26/2023	2023-00050397- All body camera footage in relation to motor vehicle accident. Also to include officer speaking to Faith Wheeler	completed	$0.00
PD	Andrew Reish-2	6/26/2023	7/10/2023	7/10/2023	2023-00054126- Body camera footage in relation to motor vehicle accident involving Deon Webb and Alexis Longino	complete- active case letter emailed 7/10/2023	$0.00
PD	Porteous Hainkel & Johnson	6/26/2023	7/3/2023	7/3/2023	21-015654- Uniform Crash Report- Crash Date: 9/25/2021- Kathy Hambrick and Sharon Acker- Please produce body camera footage and/or accident photographs	completed- no records 7/3/23 emailed letter	$0.00
UD	Sidney Rice	6/26/2023	6/30/2023	6/30/2023	Copy of certificate of occupancy	complete- too vague emailed letter 6/30/23 emailed letter	$0.00
	David Easterling	no date	7/3/2023	7/3/2023	Centennial Plaza Annual Audit records for years 2020, 2021, 2022 as required per section 4.5 of lease agreement	completed- no records 7/3/23 emailed letter	$0.00
complete	Tammy Worley	6/26/2023	7/3/2023	7/3/2023	Accident report. Driver: Janet Mcllwain, Date of accident 7/10/2022	completed	$0.00
Court	NICS	6/27/2023	6/30/2023	6/30/2023	Charge : Simple domestic violence was remanded to files for 6 months 4272020. Need to know final disposition on this case after 6 months expired	Complete- no records 6/30/23- emailed letter	$0.00
UD	Jack Krongard	6/27/2023	7/6/2023	7/6/2023	C.O. Final- 1942 Beach Drive, GP	complete-pending payment	$4.62
PD	K 'Tura Lyles	6/27/2023	7/10/2023	7/10/2023	A fire that occurred on 1/25/2023 at 1700 65th avenue Gulfport, MS 39501	completed-request not submitted in proper format 7/10/2023 emailed letter	$0.00

PD	Billy Matherne	6/28/2023	6/28/2023	6/28/2023	2022-00108607-Minor rear end accident insured claims that claimant back into his vehicle & claimant claims our insured rear ended him. Claimant had heart attack some point after the accident in search of obtain any body cam video, any 911 reports or calls, any cameras or video on intersection showing accident at E. Beach Blvd & Courthouse Rd Road with Gray Audi & White 2021 Hyundai Sante Fe	completed	$0.00
FD	Billy Matherne	6/28/2023	7/11/2023	7/11/2023	2022-00108607-Minor rear end accident insured claims that claimant back into his vehicle & claimant claims our insured rear ended him. Claimant had heart attack some point after the accident in search of obtain any body cam video, any 911 reports or calls, any cameras or video on intersection showing accident at E. Beach Blvd & Courthouse Rd Road with Gray Audi & White 2021 Hyundai Sante Fe	completed- too vague 7/11/23 emailed letter	$0.00
Court	BJ Deakle-1	6/28/2023	7/3/2023	7/3/2023	Bruce Alan Wooten- Abstracts for all criminal misdemeanor and traffic, domestic protection orders and other violations in Gulfport Municipal Court computer system	completed	$79.75
PD	BJ Deakle-2	6/28/2023	7/7/2023	7/7/2023	13508 John Clark Road, Gulfport, MS 39503- Complete copy of all incident reports at the above address	completed	$0.00
PD	BJ Deakle-3	6/28/2023	7/7/2023	7/7/2023	13518 John Clark Road, Gulfport, MS 39503- Complete copy of all incident reports at the above address	completed	$0.00
PD	BJ Deakle-4	6/28/2023	7/7/2023	7/7/2023	Bruce Alan Wooten- Complete copy of all items in file and on computer for police department case # A16-0544	completed	$0.00
PD	BJ Deakle-5	6/28/2023	7/7/2023	7/7/2023	Bruce Alan Wooten- Complete copy of all items in file and on computer for police department case # 16-021696	completed	$0.00
PD	BJ Deakle-6	6/28/2023	7/7/2023	7/7/2023	Accident report between Stacy Wooten and Anthony J Dobrowolski on 9/11/2017	completed	$0.00
Court	Jammie Evans	6/28/2023	6/29/2023	6/29/2023	10-019009 abstract - DUI 2010	completed	$9.63
FD	Mercedes Carronza	6/28/2023	7/11/2023	7/11/2023	Incident 2023-00006239- 6/23/2023 : 640 (Fire)	complete-pending payment	$4.37
Court	Byron Wilbert	6/29/2023	6/29/2023	6/29/2023	Kizzy Reed- 2007/05/06, 2009/01/08, 2009/11/17	completed- too vague 6/29/2023 emailed letter	$0.00

Court	V. Slaydon	6/29/2023	6/30/2023	6/30/2023	Status of case from arrest on 5/28/2015 for poss of marijuana in vehicle warrant issued 8/3/2005 for failure to appear, possible case no 2015-16856- Octavia Jermaine Winters	completed-case still pending has not been adjudicated 6/30/2023 emailed letter	$0.00
Court	E. Stroud	6/29/2023	6/29/2023	6/29/2023	Any contact your agency might have had regarding the subject- Valerie Felder. Application of employment has been placed to this agency or work address located within your agency's jurisdiction.	completed	$0.00
UD	Negrotte & Associates, PLLC	6/29/2023	7/6/2023	7/6/2023	All notices, correspondence, and inspection reports regarding the demolition of the real property commonly known as 11826 Klein Rd. Gulfport, MS 39503 having parcel number 0808I-03-066.000	complete	$4.37
PD	Progressive Insurance	6/29/2023	6/29/2023	6/29/2023	2023-0051657- I am requesting a copy of the video footage from the accident please send to the email address above. Please provide dash cam/body cam footage	completed-pending paymen	$0.00
Code Enforcement	Negrotte & Associates, PLLC	6/29/2023	6/30/2023	6/30/2023	All notices, correspondence, and inspection reports regarding the demolition of the real property commonly known as 11826 Klein Rd. Gulfport, MS 39503 having parcel number 0808I-03-066.000	complete-pending payment	$43.75
Court	NICS	6/30/2023	6/30/2023	6/30/2023		Complete-case/subject matter blank 6/30/2023 emailed letter	$0.00
Fire	Astrid with The Claims Center	6/30/2023	6/30/2023	6/30/2023	Searching for a fire incident report or fire dept. response to a motor vehicle accident in which AT&T sustained damaged	completed-too vague/broad 6/30/2023 emailed letter	$0.00
Court	Joseph Willett	6/30/2023	7/5/2023	7/5/2023	23-0044253- Copy of everything that was confiscated	complete- no records 7/5/23 emailed letter	$0.00
UD	Steve Brenner	6/30/2023	7/7/2023	7/7/2023	All documentation regarding any additions to 2513 Joan Ave , Gulfport	complete- no records 7/7/2023 emailed letter	$0.00
TOTAL							**$832.66**