



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 16, 2016

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 p.m. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of minutes - for February 2, 2016.

Ordinance / Code Enforcement

- 2 Ordinance - rezoning property from T4L (T4 "Limited") to T4+ (T4 "Plus"), located north of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue - Case # 1601PC005 - Ward 3.
- 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.

Resolutions / Request

- 4 Resolution - giving notice of intention of the City Council of the City of Gulfport, Mississippi to issue Hospital Revenue Refunding Bonds of the City in the principal amount not to exceed sixty million (\$60,000,000) to provide funds to be used for the purpose of refunding the City's outstanding Hospital Revenue Bonds, Series 2001A (Memorial Hospital at Gulfport) and to pay any expenses incurred in connection with such refunding.

- 5 Resolution - approving Memorandum of Understanding with MDOT for the Landon Road Improvements Project and authorizing the Mayor to execute the same.
- 6 Resolution - approving Memorandum of Understanding with MDOT for the Airport Road Extension to Washington Avenue Project and authorizing the Mayor to execute the same.
- 7 Resolution - approving One-Year Extension to Engineering Master Services Agreements 2014 - Supplemental Agreement No. 2 and authorizing the Mayor to execute the same.
- 8 Resolution - approving amended and restated Interlocal Agreement in connection with the Motor Vehicle for Hire Authority.
- 9 Resolution - by the Gulfport City Council approving amended rules and regulation for the Motor Vehicle for Hire Authority, and for related purposes.
- 10 Resolution - approving extension of certain vendor Agreements in connection with the Dedeaux Road Widening Project and authorizing the Mayor to execute the same.
- 11 Resolution - of the Gulfport City Council extending to April 15, 2016, the effective date of that certain Resolution approving certain and various amendments to the 2013 Handbook and making said handbook applicable to all city employees, and for related purposes.
- 12 Request - from Gulfport Main Street for permission to close a portion of 28th Avenue and 14th Street relating to Chandeleur Brewery's 1st Year Anniversary on Saturday, March 26, 2016.

Budget Amendments / Docket of Claims

- 13 Budget Amendment #24 - to transfer funds from Water & Sewer account and General Fund account for the purchase of various capital equipment for Public Works.
- 14 Docket of Claims - to be approved through February 17, 2016.

Routine Agenda

- 15 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 16 Associated Adjusters Check Register - for the month of January, 2016 - to be made part of the minutes.
- 17 Year to Date Budget Report - for month ending January 31, 2016 - to be made part of the minutes.

- 18** Letter of recommendation - regarding bids received by Purchasing for Backstop Padding and Installation - Leisure Services Department - to be made a part of the minutes.
- 19** Letter of recommendation regarding mitigation credits for the Gulfport Sportsplex Expansion Project - to be made a part of the minutes.
- 20** Letter of recommendation - regarding bids received by Purchasing for Envelopes - Utility Billing Department - to be made a part of the minutes.
- 21** Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
- 22** Legal Notice - advertisement for bids for pump station rehabilitation - Phase 1.
- 23** Legal Notice - advertisement for bids for Bayou View Ball field Structure.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Herbert S. Kanter**

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 02/09/2016

Subject: Approval of minutes - for February 2, 2016.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner
Planning & Zoning

Date: 02/05/2016

Subject: Ordinance - rezoning property from T4L (T4 "Limited") to T4+ (T4 "Plus"), located north of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue - Case # 1601PC005 - Ward 3.

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator *12.12*
Urban Development Department

Date: February 3, 2016

Re: **Zoning Map Amendment: Case File Number: 1601PC005**

Subject: Kenneth Jones II, agent for Salvation Army, property owner, requests a Zoning Map Amendment of parcel number 0811F-05-029.000 containing approximately 23,826 square feet to rezone from T4L (T4 "Limited") to T4+ (T4 "Plus"), (Located north of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue.) Ward 3.

Planning Staff recommendation: To Approve the Request

Planning Commission recommendation: To Approve staff recommendation

Motion: Charlie Hewes

Second: Marty Warren

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - yea

VIRGINIA ADOLPH - yea

B. J. SELLERS - recused

COLETTE TOWLES - absent

DOUG HANCOCK - absent

EVERETTE LAD LADNER - absent

Action: Motion was carried unanimously.

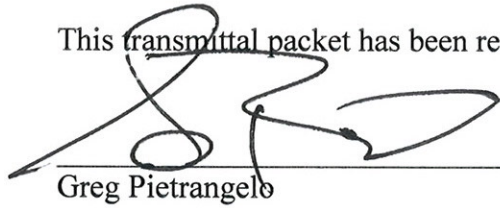
Speaking for the Petition: Kenneth Jones

Speaking against the Petition: Maggie Martin

On January 28, 2016, the Gulfport City Planning Commission recommended approval of the above described rezoning request in accordance with Staff recommendations and in compliance with ordinance requirement.

Please place the attached item on the Council agenda for February 16, 2016.

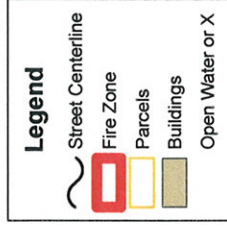
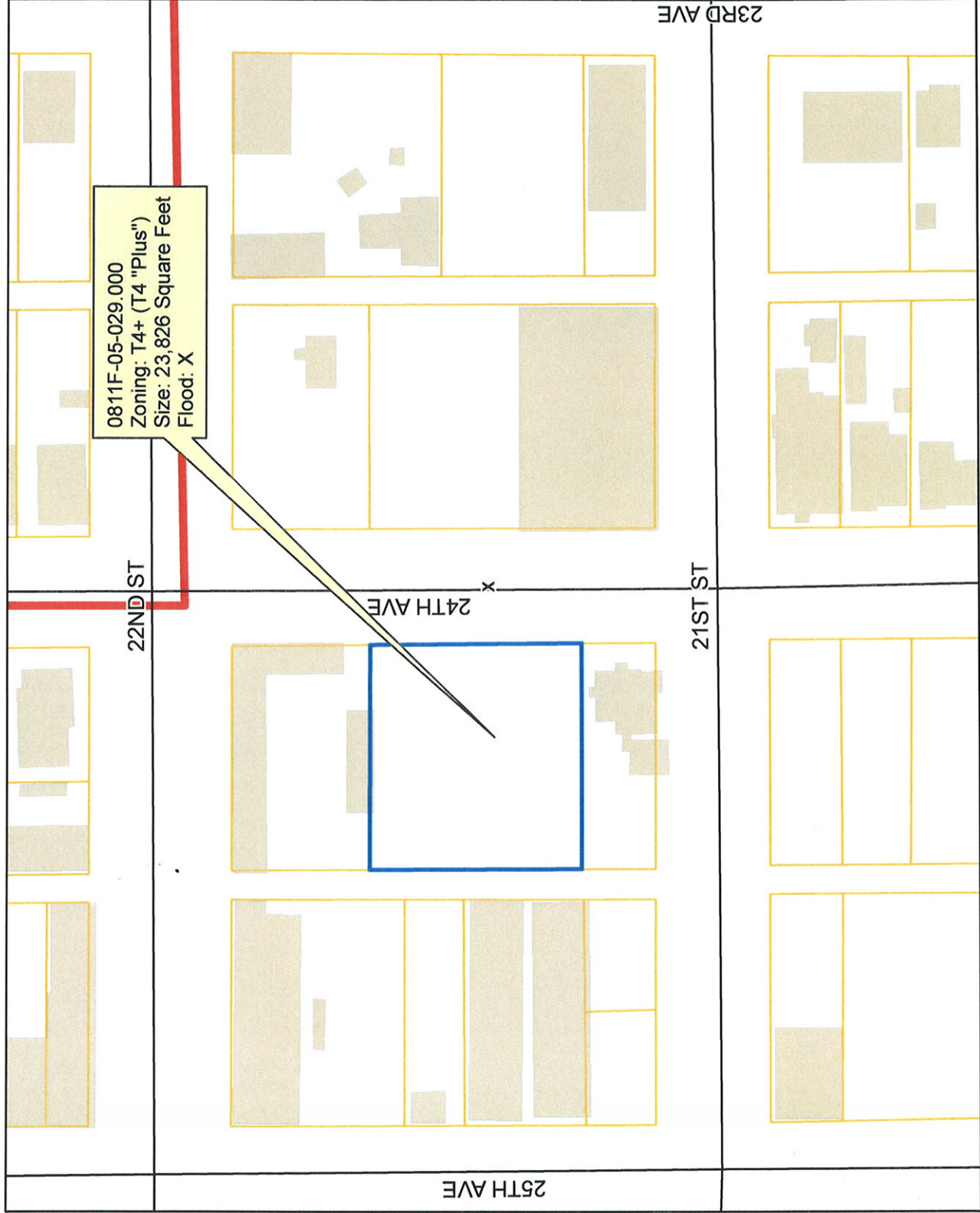
This ~~transmittal~~ packet has been reviewed and approved by:

A handwritten signature in black ink, appearing to read 'Greg Pietrangelo', is written over a horizontal line.

Director of Urban Development

Greg Pietrangelo

CAO or Mayor _____



DATA DISCLAIMER:
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DEPARTMENT OF URBAN DEVELOPMENT
PLANNING DIVISION

January 29, 2016

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Salvation Army
PO Box 4857
Jackson, MS 39296

Salvation Army
575 Division Street
Biloxi, MS 39530

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: **Zoning Map Amendment: Case File: 1601PC005:** Kenneth Jones II, agent for Salvation Army, property owner, requests a Zoning Map Amendment of parcel number 0811F-05-029.000 containing approximately 23,826 square feet to rezone from T4L (T4 "Limited") to T4+ (T4 "Plus"), (Located north of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue.) Ward 3.

To Whom It May Concern:

This letter will officially notify you that at the Public Hearing on Thursday, January 28, 2016, the Gulfport City Planning Commission recommended approval of the request.

This case will then be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

If the rezoning is approved by the City Council, a building permit must be secured within one year of rezoning of the subject property and must be issued for the use for which the applicant requested the rezoning and must generally conform to the site plan as required in Sec IX (B) (1) (b). The failure to secure a building permit and/or failure to maintain a valid building permit shall result in the reversion of the zoning classification of the subject property back to its original classification.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

Sincerely,

Thomas Lane
Planner I

cc: Agent, Building Code Services

MEMORANDUM

To: City of Gulfport Planning Commission

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

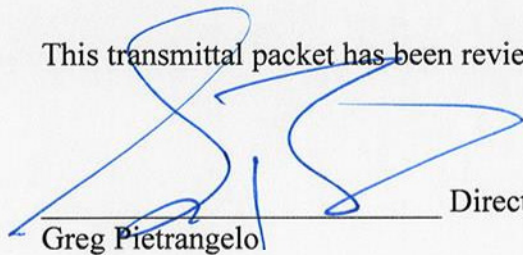
Date of Hearing: January 28, 2016

Re: Zoning Map Amendment: Case File: 1601PC005

Kenneth Jones II, agent for Salvation Army, property owner, requests a Zoning Map Amendment of parcel number 0811F-05-029.000 containing approximately 23,826 square feet to rezone from T4L (T4 "Limited") to T4+ (T4 "Plus"), (Located north of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue.) Ward 3.

Recommendation: Staff recommendation is to approve the request.

This transmittal packet has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo

Letter of Explanation

To Whom It May Concern:

Thank you for considering our proposal to rezone this property. Currently Gulf Coast Community Federal Credit Union (GCCFCU) has a contract to purchase the property located at 2111 24th Ave from the Salvation Army.

Recently GCCFCU renovated the building at 2120 25th Avenue, located next to the subject parcel. At the time of occupancy GCCFCU built additional parking for the building on the south side, but was only occupying approximately 3,000 square feet of space.

GCCFCU is looking to move additional staffing to the building, and occupy the remaining 4,000 square feet of the building. To ensure that their customers have adequate spaces to park they would like to acquire the subject property for employee parking.

We are requesting that the property be rezoned to T4+ Zoning. The subject property is adjacent on both the North and West by T5 zoning and one block north from the subject property there are several parcels that are zoned T4+. It is our belief that this zoning classification was made in error. In 2007, prior to Smart Code, the property was zoned B-2. When Smart Code was implemented, the property was zoned T4L, which is similar to a R-O zoning. This rezoning downgraded the property, and it is our belief that this was done in error.

Should the zoning change request be granted, GCCFCU would immediately hire the appropriate parties to develop a parking plan and make sure that the parking lot met all requirements of the City of Gulfport with regards to access, drainage, setbacks, and other matters. Construction would begin as soon as these items are completed and construction bids could be obtained.

Sincerely,



Kenneth Jones

STAFF REPORT (Zoning Map Amendment)

GENERAL INFORMATION

Case File Number: 1601PC005

Hearing Date: January 28, 2016

Current Zoning/Use: T4L / Vacant

Proposal: Kenneth Jones II, agent for Salvation Army, property owner, requests a Zoning Map Amendment of parcel number 0811F-05-029.000 containing approximately 23,826 square feet to rezone from T4L (T4 "Limited") to T4+ (T4 "Plus")

Location: North of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue. Ward 3.

ANALYSIS

The applicant requests to rezone parcel 0811F-05-029.000 containing 23,826 square feet from a T4L zoning district to a T4+ zoning district for the purpose of constructing a parking lot.

The applicant states that currently Gulf Coast Community Federal Credit Union has a contract to purchase the property located at 2111 24th Avenue from the Salvation Army. GCCFCU recently renovated the building at 2120 25th Avenue, located next to the subject parcel. At the time of occupancy GCCFCU built additional parking for the building on the south side, but was only occupying approximately 3,000 square feet of space

GCCFCU is looking to move additional staffing to the building, and occupy the remaining 4,000 square feet of the building. To ensure that their customers have adequate spaces to park they would like to acquire the subject property for employee parking. One block north from the subject property there are several parcels that are zoned T4+.

Should the zoning change request be granted, GCCFCU would immediately hire the appropriate parties to develop a parking plan and make sure that the parking lot met all requirements of the City of Gulfport with regards to access, drainage, setbacks, and other matters. Construction would begin as soon as these items are completed and construction bids could be obtained.

In review of the site plan submitted by the applicant and a site visit conducted on January 13, 2016, to the subject site, staff found an increase need for site is prevalent in this case. Therefore, it is the staff recommendation to approve the applicant's request.

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

- (a) *Error*. There is a manifest error in the article.
- (b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally, make a change in the regulations necessary and desirable.
- (c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
- (d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
- (e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
- (f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

CONDITIONS BY DEPARTMENTS AND AGENCIES

NOTE: Review by departments may not be required.

Engineering:

Public Works:

Fire Department:

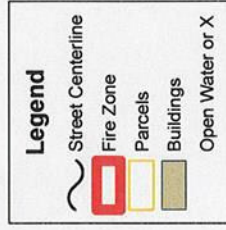
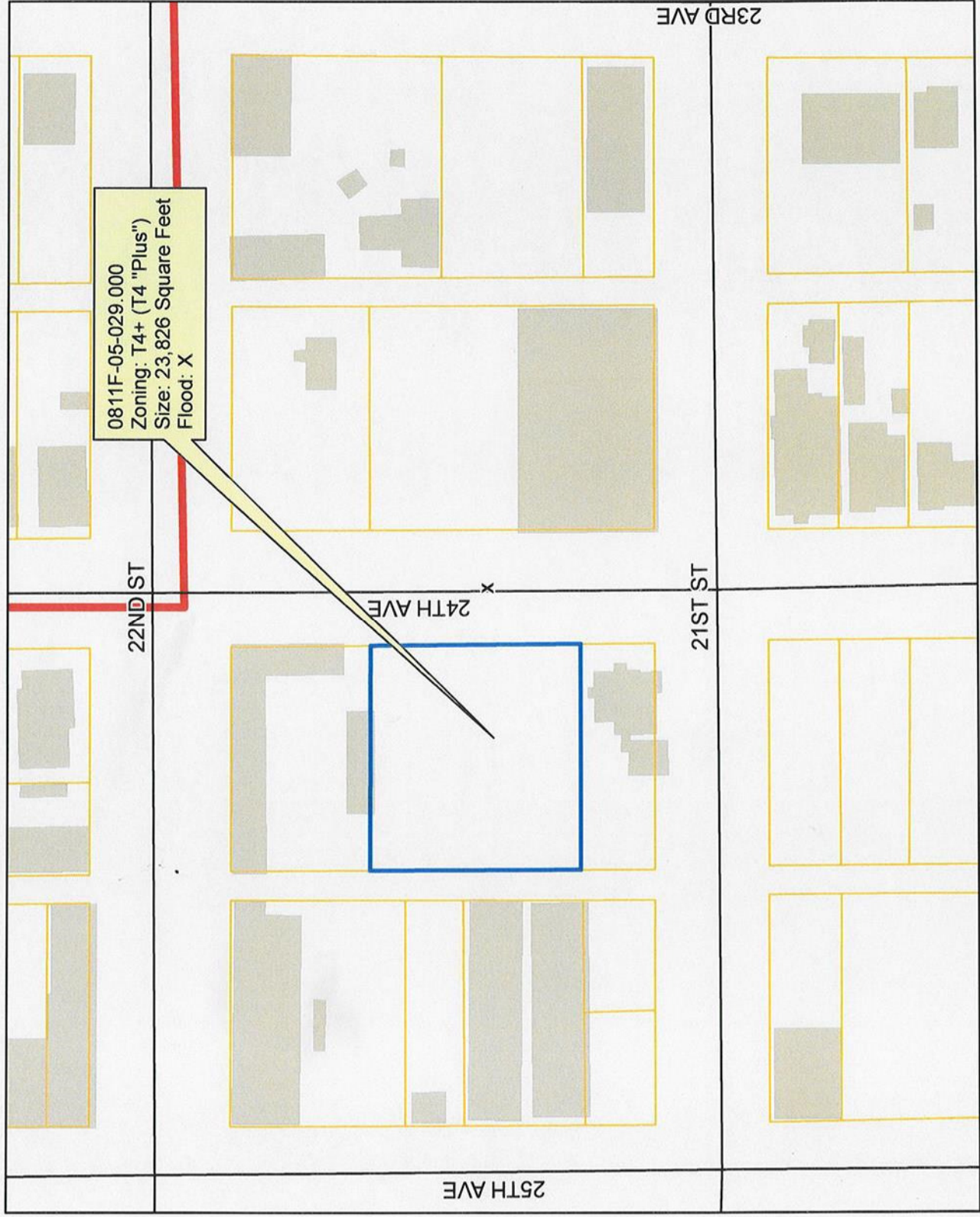
Police Department:

Traffic & Safety:

Building Code Services:

RECOMMENDATION

Staff recommendation is to approve the request.



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

For Staff Use Only

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

Property Information

TAX PARCEL # 0811F-05-029.000

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 2111 24th AvenueLot(s) 5-10, Block(s) 83, Subdivision Original GulfportGeneral Location: 24th Avenue, between 21st & 22nd Street.**GENERAL DESCRIPTION OF REQUEST:**

Request to Re-zone property to T4+ Zoning
to allow for a parking lot.

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
The Salvation Army

Printed Name Of Owner

575 Division St.

Mailing Address

Biloxi MS 39530

City State Zip code

228-207-1218

Home Phone

Work/Cell Phone

gary_stridvunt@uss.salvationarmy.org

Email

[Signature]
Signature Of Owner

AGENTKenneth Jones II / Caldwell Barber

Printed Name Of Agent

9153 Lorraine Rd

Mailing Address

Gulfport MS 39501

City State Zip code

228-596-4471

Home Phone

Work/Cell Phone

kjones@cbeworldwide.com

Email

[Signature]
Signature Of Agent

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



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



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

For Staff Use Only

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

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

TAX PARCEL #

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(If necessary, use separate sheet of paper)

Address of Property Involved: 2111 24th AvenueLot(s) 5-10, Block(s) 83, Subdivision Original GulfportGeneral Location: 24th Avenue, between 21st & 22nd Street.**GENERAL DESCRIPTION OF REQUEST:**

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OWNER
The Salvation Army
Printed Name Of Owner
575 Division St
Mailing Address
Biloxi MS 39530
City State Zip code
228-207-1218
Home Phone Work/Cell Phone
gary.sturdivant@uss.salvationarmy.org
Email
[Signature]
Signature Of Owner

AGENT
Kenneth Jones II / Caldwell Barber
Printed Name Of Agent
9153 Lorraine Rd
Mailing Address
Gulfport MS 39501
City State Zip code
228-596-4471
Home Phone Work/Cell Phone
kjones@cbeworldwide.com
Email
[Signature]
Signature Of Agent

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

☐

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



DOING
THE MOST
GOOD™

Mississippi Gulf Coast Area Command

TO WHOM IT MAY CONCERN:

This letter grants authority to allow Kenneth Jones, Commercial Manager of Coldwell Banker Commercial Alfonso Realty, Inc., to represent the Salvation Army at the zoning hearing before the City of Gulfport in the matter of 2111 24th Avenue, Gulfport, MS.

Respectfully,

Major Gary Sturdivant, Area Commander
MS Gulf Coast Area Command

Witness of Signature

State of Mississippi

County of Harrison

On this 11 day of January, 2016.

Before me, the undersigned notary public, personally appeared Gary Sturdivant

Proved to me through satisfactory evidence of identification, which was Driver's License

To be the person whose name is signed on the preceding or attached document in my presence.



Signature of Notary Public

Commission expiration date of Notary



DOING
THE MOST
GOOD

William Booth, *Founder*
André Cox, *General*
Donald C. Bell, *Territorial Commander*

December 15, 2015

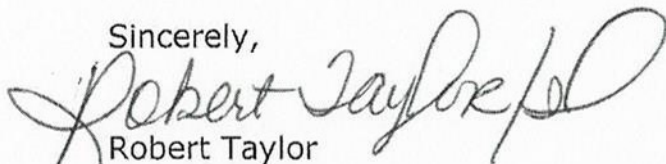
**Re: AUTHORIZATION TO SIGN CLOSING DOCUMENTS
VACANT LOTS
2111 24th AVENUE
GULFPORT, MS**

To Whom It May Concern:

This letter grants authorization for Major Sturdivant to sign the closing statement and other necessary acknowledgement on behalf of The Salvation Army, a Georgia Corporation for the address mention above. Mr. Sturdivant does not have the authority to sign the Warranty Deed, this will need to be sent to our office for execution.

If you have any questions, please call me at ext. 10439.

Sincerely,


Robert Taylor
Property Secretary

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1601PC005

4

5 TRANSCRIPT OF HEARING

6 January 28, 2016

7

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF
GULFPORT PLANNING

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT,

10 MISSISSIPPI, ON THE 28TH DAY OF JANUARY 2016
COMMENCING AT 4:30

11 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE,
CERTIFIED

12 SHORTHAND REPORTER.

13

14

COMMISSION MEMBERS PRESENT:

15

16 KEITH WILLIAMS, President
CHARLIE HEWES
17 JOHN ANTHONY
WILLIAM "PRINCE" JONES
18 MARTY WARREN
B.J. SELLERS
19 VIRGINIA ADOLPH

20

21 STAFF PRESENT:

22
23
24
25

GREG PIETRANGELO
GREG HOLMES
THOMAS LANE
MATILDA WELCH

N.J. SOROE, CSR #1297

1. 4. Zoning Map Amendment: Case File Number 1601PC005
2. MR. LANE: Zoning map Case File Number
3. 1601PC005. Agent for the property owner requests a zoning map
4. amendment of a tax parcel containing 23,826 square feet to be
5. zoned from T4L which is T4 limited to T4+ which is called T4+
6. located north of 21st Street, south of 22nd Street, west of and
7. adjacent to 24th Avenue, east of 25th Avenue. Ward 3. Exhibit
8. 005.
9. MR. WILLIAMS: Thank you.
10. Is someone here to speak for this request?
11. MR. JONES: Kenneth Jones, 919 Second Street,
12. Gulfport 39501.
13. And I'm here representing both the Salvation
14. Army and the Gulf Coast Community Federal Credit Union. They
15. have recently occupied a building at 2120 25th Avenue on
16. Highway 49, and they have expanded into some of the back space
17. and are in need of some additional parking.
18. So we are trying -- this property, I submitted
19. in the application, was actually zoned B-2 previously before
20. Smart Code, and it got rezoned I think in error to T4L. It's

21. surrounded by T5, T6, T4+, all the zonings that would allow a
22. parking lot. And that's all they would be doing with this is
23. just using it for additional parking for their adjacent
24. building.
25. They've really done an amazing job with that

N.J. SOROE, CSR #1297

1. building. I don't know if a lot of you have seen it
2. previously, but probably spent -- I don't even know --
- a lot of
3. money on it and made a good addition to 49.
4. Any questions?
5. MR. WILLIAMS: Just to make clear, just for a
6. parking lot for additional parking.
7. MR. JONES: Correct.
8. MR. WILLIAMS: Any questions by the
9. commissioners?
10. If something comes up, we'll be sure and let you
11. come back up. All right?
12. Anyone else here to speak for the request?
13. Anyone here to speak against this request?
14. MR. SELLERS: I'm associated with the
15. (inaudible), and I'm going to have to recuse myself.
16. (Mr. Sellers leaves room.)
17. MR. WILLIAMS: Yes. Indicate Mr. Sellers
18. recuses.
19. Yes, ma'am.
20. MS. MARTIN: Maggie Martin, 2101 24th Avenue.
21. I'm right next door to that space they're going to
park.
22. I don't have a problem with the parking lot
23. being poured. I think what I'm concerned about is if
it's

24. zoned for commercial zoning, then in a year from now
or two
25. years if this contract with the bank runs out and
Salvation

N.J. SOROE, CSR #1297

1. Army wants to build their building or put something on it,
2. where does that -- where does that leave the neighbors like
3. have been there -- you see what I'm saying?
4. Then is that a new -- something new that will
5. come up for us to talk about down the road or there won't be
6. any discussion?
7. MR. WILLIAMS: One of the things we make sure
8. that we consider when we're doing a rezoning is what is the
9. required -- what is the applicable use of that within that
10. zoning. So if this gets rezoned, it's a parking lot today, but
11. it could be used for anything that is allowed to go in that
12. zoning.
13. MS. MARTIN: Because it was before.
14. MR. WILLIAMS: It would have to come back for
15. all the proper permits or variances or --
16. MS. MARTIN: So we'd all be notified and we'd be
17. able to fight this or whatever down the road then?
18. MR. WILLIAMS: So Greg, you're the expert. I
19. want to make sure you state this more clearly than what I did.
20. So they can build whatever can go in that zoning there, and if

21. it meets all requirements, the neighbors wouldn't necessarily
22. be noticed; is that correct?
23. MR. HOLMES: I think what she's asking is the
24. Salvation Army planning to go back to that location.
25. MS. MARTIN: Right, because it was there --

N.J. SOROE, CSR #1297

1. we've lived there, you know, with 20 years with the building up
2. against us before.
3. MR. HOLMES: Even if this gets rezoned to a T4+,
4. that use, that district wouldn't allow for them to come back
5. there. They would need a B-2 or an industrial district. So
6. they would have to rezone it higher to go there.
7. So if they go to T4+ and this body approves it
8. and the council approves it --
9. MS. MARTIN: Okay. It was just because the
10. parking and it was just, you know, kind of tough back when.
11. Okay. Just wanted to be clear.
12. MR. WILLIAMS: Great question though.
13. MS. MARTIN: Thank you very much.
14. MR. WILLIAMS: Appreciate it.
15. Mr. Jones, if you want to reply, I'm going to
16. let you come back up real quick and do that and see if it will
17. be helpful.
18. MR. JONES: And I'm very sorry, I should have
19. clarified this earlier.
20. The property is under contract to be sold to the
21. credit union. So Salvation Army is selling it to the credit

22. union. They will have no affiliation with the
property after

23. that.

24. MR. WILLIAMS: Thank you for the clarification.

25. Thank you.

N.J. SOROE, CSR #1297

1. Is someone else here to speak against the
2. request?
3. Can we get staff's recommendation on this one?
4. MR. LANE: Staff recommendation is to approve
5. the request.
6. MR. WILLIAMS: You've heard the staff
7. recommendation. Any other questions or comments? If
not, I'll
8. take a motion on this one.
9. MR. HEWES: Mr. Chairman, I move we accept staff
10. recommendation for Case File Number 1601PC005.
11. MR. WILLIAMS: Is there a second?
12. MR. WARREN: Second.
13. MR. WILLIAMS: We've got a motion and a second
14. to accept staff's recommendation to approve. All
those in
15. favor signify by saying aye. Any opposed? Thank
you.
16. (Unanimous vote.)
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.

24

25

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION.

2

3 1601PC005

4

5

6 COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified
Shorthand

9 Reporter, do hereby certify that to the best of my
skill and

10 ability I have reported the hearing held before the
City of

11 Gulfport Planning Commission and that the foregoing 6
pages

12 constitute a true and correct transcription of said
hearing

13 held on the 28th day of January 2016.

14 I do further certify that my certificate
annexed

15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the
accuracy of

17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 1st day of
February

19 2016.

20

21

22

#1297

23

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297

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 _____,
2016, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF T4L (GENERAL URBAN ZONE LIMITED) DISTRICT TO T4+ (GENERAL URBAN ZONE PLUS)

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0811F-05-029.000, which is generally described as being located north of 21st Street, south of 22nd Street, west of and adjacent to 24th Avenue, and east of 25th Avenue, should be rezoned from its present classification of T4L (General Urban Zone Limited) to T4+ (General Urban Zone Plus) District. The Case File Number is 1601PC005.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of T4L (General Urban Zone Limited) District to T4+ (General Urban Zone Plus) District.**

Ad valorem tax parcel number 0811F-05-029.000 is legally described as:

Lots 5 through 10 inclusive, Block 83, of original Gulfport, according to the official map thereof on file and of record in the Harrison County Chancery Clerk's office.

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

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

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

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

YEAS: ABSTENTIONS: ABSENCES: NAYS:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

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

(SEAL:)

ATTEST: _____ ADOPT: _____

ATTEST: _____ ADOPT: _____

CLERK OF THE COUNCIL
PRESIDENT

CLERK OF THE COUNCIL
PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this _____ day of _____, _____.

BILLY HEWES, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 02/05/2016

Subject: 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.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: February 5, 2016

Re: Resolutions to declare property in a state of
uncleanliness and a menace to the public health and
safety of the community and to authorize lot clean-
up and/or demolitions, and for the authority to
advertise for bids to be presented to the City
Council on the 16th day of February, 2016.

Please place the attached item on the Council agenda for
February 16, 2016.

Subject: Code Enforcement Resolutions to Advertise for
Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following
departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: February 5, 2016

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

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 approval to advertise for bids to be presented on the 16th day of February, 2016, to the City Council:

WARD 1

- Parcel 1: 0711I-04-014.000. S 18 Ft. of Lot 7 & All of Lot 8, Blk. 12, West Side Add. - 1100 40th Avenue. Cut and clean grounds and remove all trash and debris from site. (Cuevas)
- Parcel 2: 0710I-02-020.000. Lots 1-7, 13-14, Blk. 8, Factory Hill – 3720, 3722 37th Avenue. Cut and clean grounds and remove all trash and debris from site. (Hyperion Gulf Coast Ventures LTD)
- Parcel 3: 0711I-01-064.000. Lot 18, Blk. 8, Hungerford Add. – 1232 37th Avenue. Cut and clean grounds and remove all trash and debris from site. (Nichols Et Al)
- Parcel 4: 0710I-02-014.000. Lots 1-4 & 13-15 Inc., Blk. 9, Factory Hill – 3717, 3719, 3721, 3723 35th Avenue. Cut and clean grounds and remove all trash and debris from site. (Hyperion Gulf Coast Ventures LTD)
- Parcel 5: 0811E-03-074.000. Lot 10 & S 1/2 of Lot 9, Blk. 145, Original Gulfport – 1603 32nd Avenue. Cut and clean grounds and remove all trash and debris from site. (Weems)

WARD 2

- Parcel 6: 0711I-02-069.000. Lots 21-24 Inc., Blk. 5, Edgewater Park – 3618 10th Street. Remove unpermitted structure. (Walker Est.)
- Parcel 7: 0811H-05-046.000. Lots 12-13, Blk. 10, Soria City – 1324 Railroad Street. Demolish all structures including removal of steps, slabs, driveways and sidewalks from site. Cut and clean grounds and remove all trash and debris from site. (Merkord And Associates Inc.)(Demo)
- Parcel 8: 0910M-03-025.000. Lots 15-16, Blk. 15, Myrtle Resurvey – 3003 5th Avenue. Cut and clean grounds and remove all trash and debris from site. (Haynie)
- Parcel 9: 1010K-01-001.000. Lot 3, Southern Oaks, Gulfport Subd. – Southern Oaks Circle. Cut and clean grounds and remove all trash and debris from site. (Sumrall)

WARD 3

- Parcel 10: 0810E-01-056.000. Lots 17-18, Blk. 205, North Gulfport – 4720 Illinois Avenue. Cut and clean grounds and remove all trash and debris from site. (Townsend)
- Parcel 11: 0810C-03-062.000. 8277 Alabama Avenue. Cut and clean grounds and remove all trash and debris from site. (Necessity Service Co. Inc.)
- Parcel 12: 0811B-05-046.000. Lots 25-28, Blk. 10, Arlington Heights Add. – 2620 18th Avenue. Cut and clean grounds and remove all trash and debris from site. (Schafhirt & Dodson)

WARD 7

- Parcel 13: 0808B-01-002.022. Lot 21, Crystal Well Subd. – 12434 Crystal Well Court. Remove all trash and debris from site. (Posey)
- Parcel 14: 0808G-01-003.000. Lot 62, Briarwood South Subd. – 14406 Deidra Court. Cut and clean grounds and remove all trash and debris from site. (Garrett Et Al)
- Parcel 15: 0808G-01-002.000. Lot 61, Briarwood South Subd. – Deidra Court. Board up and secure all openings. Cut and clean grounds and remove all trash and debris from site. (Garrett Et Al)

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 **16th** day of **February, 2016**, the following Resolution:

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

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

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

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

- Parcel 1: 0711I-04-014.000. S 18 Ft. of Lot 7 & All of Lot 8, Blk. 12, West Side Add. - 1100 40th Avenue. Cut and clean grounds and remove all trash and debris from site. (Cuevas)
- Parcel 2: 0710I-02-020.000. Lots 1-7, 13-14, Blk. 8, Factory Hill – 3720, 3722 37th Avenue. Cut and clean grounds and remove all trash and debris from site. (Hyperion Gulf Coast Ventures LTD)
- Parcel 3: 0711I-01-064.000. Lot 18, Blk. 8, Hungerford Add. – 1232 37th Avenue. Cut and clean grounds and remove all trash and debris from site. (Nichols Et Al)
- Parcel 4: 0710I-02-014.000. Lots 1-4 & 13-15 Inc., Blk. 9, Factory Hill – 3717, 3719, 3721, 3723 35th Avenue. Cut and clean grounds and remove all trash and debris from site. (Hyperion Gulf Coast Ventures LTD)
- Parcel 5: 0811E-03-074.000. Lot 10 & S 1/2 of Lot 9, Blk. 145, Original Gulfport – 1603 32nd Avenue. Cut and clean grounds and remove all trash and debris from site. (Weems)
- Parcel 6: 0711I-02-069.000. Lots 21-24 Inc., Blk. 5, Edgewater Park – 3618 10th Street. Remove unpermitted structure. (Walker Est.)
- Parcel 7: 0811H-05-046.000. Lots 12-13, Blk. 10, Soria City – 1324 Railroad Street. Demolish all structures including removal of steps, slabs, driveways and sidewalks from site. Cut and clean grounds and remove all trash and debris from site. (Merkord And Associates Inc.)(Demo)
- Parcel 8: 0910M-03-025.000. Lots 15-16, Blk. 15, Myrtle Resurvey – 3003 5th Avenue. Cut and clean grounds and remove all trash and debris from site. (Haynie)
- Parcel 9: 1010K-01-001.000. Lot 3, Southern Oaks, Gulfport Subd. – Southern

- Oaks Circle. Cut and clean grounds and remove all trash and debris from site. (Sumrall)
- Parcel 10: 0810E-01-056.000. Lots 17-18, Blk. 205, North Gulfport – 4720 Illinois Avenue. Cut and clean grounds and remove all trash and debris from site. (Townsend)
- Parcel 11: 0810C-03-062.000. 8277 Alabama Avenue. Cut and clean grounds and remove all trash and debris from site. (Necessity Service Co. Inc.)
- Parcel 12: 0811B-05-046.000. Lots 25-28, Blk. 10, Arlington Heights Add. – 2620 18th Avenue. Cut and clean grounds and remove all trash and debris from site. (Schafhirt & Dodson)
- Parcel 13: 0808B-01-002.022. Lot 21, Crystal Well Subd. – 12434 Crystal Well Court. Remove all trash and debris from site. (Posey)
- Parcel 14: 0808G-01-003.000. Lot 62, Briarwood South Subd. – 14406 Deidra Court. Cut and clean grounds and remove all trash and debris from site. (Garrett Et Al)
- Parcel 15: 0808G-01-002.000. Lot 61, Briarwood South Subd. – Deidra Court. Board up and secure all openings. Cut and clean grounds and remove all trash and debris from site. (Garrett Et Al)

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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 02/09/2016

Subject: Resolution - giving notice of intention of the City Council of the City of Gulfport, Mississippi to issue Hospital Revenue Refunding Bonds of the City in the principal amount not to exceed sixty million (\$60,000,000) to provide funds to be used for the purpose of refunding the City's outstanding Hospital Revenue Bonds, Series 2001A (Memorial Hospital at Gulfport) and to pay any expenses incurred in connection with such refunding.

Recommendation:

EXHIBIT "A"

There came for consideration the matter of issuing limited obligation, negotiable, interest-bearing Hospital Revenue Bonds of the City of Gulfport, Mississippi, and after discussion of the subject matter, Councilmember _____ offered and moved the adoption of the following Resolution:

RESOLUTION GIVING NOTICE OF INTENTION OF THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI (THE "CITY"), TO ISSUE HOSPITAL REVENUE REFUNDING BONDS OF THE CITY IN THE PRINCIPAL AMOUNT NOT TO EXCEED SIXTY MILLION (\$60,000,000) TO PROVIDE FUNDS TO BE USED FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING HOSPITAL REVENUE BONDS, SERIES 2001A (MEMORIAL HOSPITAL AT GULFPORT) AND TO PAY ANY EXPENSES INCURRED IN CONNECTION WITH SUCH REFUNDING.

WHEREAS, the City Council of the City of Gulfport, Mississippi (herein referred to as the "City Council"), acting for and on behalf of said City of Gulfport, Mississippi (herein referred to as the "City"), does hereby find, determine, adjudicate and declare as follows:

1. That under the provisions of Chapter 950, Local and Private Laws of Mississippi, Regular Legislative Session of 1980, as amended (the "Act"), the City is authorized to finance and refinance improvements for Memorial Hospital at Gulfport (the "Hospital"), a community hospital owned jointly by the City and the Gulfport-West Harrison County Hospital District and operated by a Board of Trustees of the Hospital (the "Board of Trustees") and, in connection therewith, the City has heretofore issued its \$60,000,000 Hospital Revenue Bonds, Series 2001A (Memorial Hospital at Gulfport) (the "Series 2001A Bonds"). All such bonds issued under the Act are limited obligations of the City payable solely from the revenues derived from the operations of the Hospital.

2. That the Board of Trustees has advised the City that the current low rate interest environment provides an opportunity to realize significant savings by refunding the 2001A Bonds.

3. That it is advisable and in the best interests of the City and its residents to issue Hospital Revenue Refunding Bonds of the City in a principal amount not to exceed Sixty Million Dollars (\$60,000,000) to provide funds for the purpose of refunding the 2001A Bonds, as described above and as provided in the Act, and to pay any expenses incurred in connection with such refunding.

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

SECTION 1. The City Council does hereby declare its intention to take further action and to direct the issuance of Hospital Revenue Bonds of the City in a principal amount not to exceed Sixty Million Dollars (\$60,000,000) to provide funds to be used for the purpose of refunding the 2001A Bonds and to pay any expenses incurred in connection with such refunding. Said Bonds shall be limited obligations of the City, the principal of, redemption premium, if any, and interest on which shall be payable solely from the revenues derived from the operations of the Hospital.

SECTION 2. The issuance of said bonds in the amount and for the purpose as aforesaid will be authorized at a meeting of the City Council to be held at 1:30 o'clock p.m., local time, on _____, 2016, or at some meeting held subsequent thereto, unless on or before 1:00 o'clock p.m. local time, on the aforesaid date, ten percent (10%) of the qualified electors of the City, or fifteen hundred (1,500), whichever is the lesser, shall file a written protest against the issuance of said bonds with the City Council at the offices of the City Council located at City Hall, 2309 15th Street, Gulfport, Mississippi, in which event an election on the question of the issuance of said bonds shall be called and held as provided in the Act. If no such protest be filed, then said bonds may be issued without an election on the question of the issuance thereof at any time within a period of two (2) years after the aforesaid date.

SECTION 3. This resolution shall be published once a week for at least three (3) consecutive weeks in The Sun Herald, a newspaper published in Harrison County, Mississippi, and which is a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972. The first publication of such resolution shall be made not less than twenty-one (21) days prior to the date set forth in Section 2 of this Resolution and the last publication shall be made not more than seven (7) days prior to said date.

SECTION 4. That the Clerk of the City shall be and hereby is directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the City Council on the date and at the hour specified in Section 2 hereof.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

Councilmember _____ seconded the above and foregoing motion, and after discussion a vote of the members present was taken with the following results:

Councilmember Kenneth L. Casey, Sr.	Voted:	_____
Councilmember Ricky Dombrowski	Voted:	_____
Councilmember Robert Flowers	Voted:	_____
Councilmember Ella Holmes-Hines	Voted:	_____
Councilmember Cara L. Pucheu	Voted:	_____
Councilmember Myles Sharp	Voted:	_____
Councilmember F. B. Walker, IV	Voted:	_____

The motion having received the affirmative vote of a majority of the Councilmember present, the President declared the motion carried and the Resolution adopted this the sixteenth day of February, 2016.

SEAL:

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor this the ____ day of _____, 2016.

APPROVED:

MAYOR

Mr. White moved adoption of the following Resolution:

RESOLUTION OF THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL AT GULFPORT REQUESTING THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, TO ADOPT A RESOLUTION GIVING NOTICE OF ITS INTENT TO ISSUE HOSPITAL REVENUE REFUNDING BONDS OF SAID CITY TO PROVIDE FUNDS TO BE USED FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING HOSPITAL REVENUE BONDS, SERIES 2001A (MEMORIAL HOSPITAL AT GULFPORT PROJECT) IN ORDER TO REDUCE INTEREST EXPENSE FOR SAID HOSPITAL, REQUESTING THE GULFPORT WEST-HARRISON COUNTY HOSPITAL DISTRICT TO CONCUR WITH THE GIVING OF SAID NOTICE OF INTENT; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Gulfport, Mississippi (herein referred to as the "City Council"), acting for and on behalf of said City of Gulfport, Mississippi (herein referred to as the "City"), is authorized under the provisions of Chapter 950, Local and Private Laws of Mississippi, Regular Legislative Session of 1980, as amended (the "Act"), to issue bonds of the City to Refund the City's Outstanding Hospital Revenue Bonds, Series 2001A (the "Series 2001A Bonds") for the purpose of reducing interest expense for Memorial Hospital at Gulfport (the "Hospital"), a community hospital owned jointly by the City and the Gulfport-West Harrison County Hospital District (the "District") and operated by this Board of Trustees of the Hospital (the "Board of Trustees"), provided such bonds shall be limited obligations of the City payable solely from the revenues derived from the operations of the Hospital; and

WHEREAS, the Board of Trustees has determined that the current low rate interest environment provides an opportunity for the Hospital to realize significant savings by refunding the 2001A Bonds; and

WHEREAS, the Board of Trustees has determined, based upon its review of funding sources, taking into account the need of the Hospital to maintain a certain amount of funds-on-hand for certain capital, working capital and other liquidity purposes, that it is the best interests of the Hospital, the City and its residents and the District and its residents, for the City to issue the Hospital Revenue Refunding Bonds in an amount not to exceed Sixty Million Dollars (\$60,000,000) to refund outstanding Series 2001A in order to reduce interest expense and to pay the costs of such refunding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL AT GULFPORT, AS FOLLOWS:

Section 1. The Board of Trustees hereby requests the City Council to adopt a resolution, in substantially the form attached hereto as **Exhibit A**, declaring its intention to take further action and to direct the issuance of Hospital Revenue Refunding Bonds of the City in a principal amount not to exceed Sixty Million Dollars (\$60,000,000) to provide funds to refund the Series 2001A Bonds in order to reduce interest expense for the Hospital and to pay the costs of such refunding, all for the benefit of the Hospital. Said bonds shall be limited obligations of the City, the principal of, redemption premium, if any, and interest on which shall be payable solely from the revenues derived from the operations of the Hospital.

Section 2. The Chairman of the Board of Trustees is hereby authorized and directed, for and on behalf of the Board of Trustees, to forward a certified copy of this Resolution to the City Council.

Section 3. The Board of Trustees hereby requests the District, as a joint owner of the Hospital, to concur with the giving of said notice of intent.

Section 4. The Chairman of the Board of Trustees is hereby authorized and directed, for and on behalf of the Board of Trustees, to forward a certified copy of this Resolution to the District.

Section 5. This Resolution shall become effective immediately upon its adoption.

Mr. Smith seconded the motion and, following discussion, a vote was taken with the following result:

Carolyn Hamilton voted:	<u>yes</u>
Linda Sherman voted:	<u>yes</u>
Kathie Short voted:	<u>yes</u>
A.J.M. Oustalet, III voted:	<u>absent</u>
Marvin Smith voted:	<u>yes</u>
Gary Fredericks voted:	<u>yes</u>
David White voted:	<u>yes</u>

The motion having received a majority affirmative vote of the trustees present, the motion was declared passed and the Resolution adopted this the 8 day of February, 2015. 2016. 8

Carolyn Hamilton
Chairman of the Board of Trustees

CERTIFICATE

I, Carolyn Hamilton, Chairman of the Board of Trustees of Memorial Hospital at Gulfport, hereby certify that the foregoing is a true and correct copy of a Resolution adopted at a duly authorized meeting of the Board of Trustees held on the 8 day of February, at which a quorum was present.

This 8 day of February, 2015. 2016. 8

Carolyn Hamilton
Chairman

There came for consideration the matter of issuing limited obligation, negotiable, interest-bearing Hospital Revenue Bonds of the City of Gulfport, Mississippi, and after discussion of the subject matter, Councilmember _____ offered and moved the adoption of the following Resolution:

RESOLUTION GIVING NOTICE OF INTENTION OF THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI (THE "CITY"), TO ISSUE HOSPITAL REVENUE REFUNDING BONDS OF THE CITY IN THE PRINCIPAL AMOUNT NOT TO EXCEED SIXTY MILLION (\$60,000,000) TO PROVIDE FUNDS TO BE USED FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING HOSPITAL REVENUE BONDS, SERIES 2001A (MEMORIAL HOSPITAL AT GULFPORT PROJECT) AND TO PAY ANY EXPENSES INCURRED IN CONNECTION WITH SUCH REFUNDING.

WHEREAS, the City Council of the City of Gulfport, Mississippi (herein referred to as the "City Council"), acting for and on behalf of said City of Gulfport, Mississippi (herein referred to as the "City"), does hereby find, determine, adjudicate and declare as follows:

1. That under the provisions of Chapter 950, Local and Private Laws of Mississippi, Regular Legislative Session of 1980, as amended (the "Act"), the City is authorized to finance and refinance improvements for Memorial Hospital at Gulfport (the "Hospital") , a community hospital owned jointly by the City and the Gulfport-West Harrison County Hospital District and operated by a Board of Trustees of the Hospital (the "Board of Trustees") and, in connection therewith, the City has heretofore issued its \$60,000,000 Hospital Revenue Bonds, Series 2001A (Memorial Hospital at Gulfport Project) (the "2001A Bonds"). All such bonds issued under the Act are limited obligations of the City payable solely from the revenues derived from the operations of the Hospital.

2. That the Board of Trustees has advised the City that the current low rate interest environment provides an opportunity to realize significant savings by refunding the 2001A Bonds.

3. That it is advisable and in the best interests of the City and its residents to issue Hospital Revenue Bonds of the City in a principal amount not to exceed Sixty Million Dollars (\$60,000,000) to provide funds for the purpose of refunding the 2001A Bonds, as described above and as provided in the Act, and to pay any expenses incurred in connection with such refunding.

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

SECTION 1. The City Council does hereby declare its intention to take further action and to direct the issuance of Hospital Revenue Bonds of the City in a principal amount not to exceed Sixty Million Dollars (\$60,000,000) to provide funds to be used for the purpose of refunding the 2001A Bonds and to pay any expenses incurred in connection with such refunding.

Said Bonds shall be limited obligations of the City, the principal of, redemption premium, if any, and interest on which shall be payable solely from the revenues derived from the operations of the Hospital.

SECTION 2. The issuance of said bonds in the amount and for the purpose as aforesaid will be authorized at a meeting of the City Council to be held at 1:30 o'clock p.m., local time, on Xxxx xx, 2016, or at some meeting held subsequent thereto, unless on or before 1:00 o'clock p.m. local time, on the aforesaid date, ten percent (10%) of the qualified electors of the City, or fifteen hundred (1,500), whichever is the lesser, shall file a written protest against the issuance of said bonds with the City Council at the offices of the City Council located at City Hall, 2309 15th Street, Gulfport, Mississippi, in which event an election on the question of the issuance of said bonds shall be called and held as provided in the Act. If no such protest be filed, then said bonds may be issued without an election on the question of the issuance thereof at any time within a period of two (2) years after the aforesaid date.

SECTION 3. This resolution shall be published once a week for at least three (3) consecutive weeks in The Sun Herald, a newspaper published in Harrison County, Mississippi, and which is a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972. The first publication of such resolution shall be made not less than twenty-one (21) days prior to the date set forth in Section 2 of this Resolution and the last publication shall be made not more than seven (7) days prior to said date.

SECTION 4. That the Clerk of the City shall be and hereby is directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the City Council on the date and at the hour specified in Section 2 hereof.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

Councilmember _____ seconded the above and foregoing motion, and after discussion a vote of the members present was taken with the following results:

Councilmember Kenneth L. Casey, Sr.	Voted:	_____
Councilmember Ricky Dombrowski	Voted:	_____
Councilmember Robert Flowers	Voted:	_____
Councilmember Ella Holmes-Hines	Voted:	_____
Councilmember Cara L. Pucheu	Voted:	_____
Councilmember Myles Sharp	Voted:	_____
Councilmember F. B. Walker, IV	Voted:	_____

The motion having received the affirmative vote of a majority of the Councilmember present, the President declared the motion carried and the Resolution adopted this the sixteenth day of February, 2016.

SEAL:

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor this the ____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/29/2016

Subject: Resolution - approving Memorandum of Understanding with MDOT for the Landon Road Improvements Project and authorizing the Mayor to execute the same.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GULFPORT AND
THE MISSISSIPPI TRANSPORTATION COMMISSION IN CONNECTION WITH THE
LANDON ROAD IMPROVEMENTS PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport has announced its intentions to make certain and various improvements to Landon Road from U.S. Highway 49 to 34th Avenue in the City of Gulfport; and

WHEREAS, federal funds through the Mississippi Transportation Commission have been earmarked for the project in the amount of approximately \$1,000,000.00 (80% federal, 20% local match) which are available over a period of time and are subject to normal reductions and obligational limitations; and

WEHREAS, the City of Gulfport has authorized paying for the City's 20% share of the total cost of the project from the 2012 Gulfport Bond Issue; and

WHEREAS, the Mississippi Transportation Commission has agreed to allow the City of Gulfport to manage the project according to terms and provisions set forth in the Memorandum of Understanding that has been negotiated by and between the parties thereto and which is attached hereto as Exhibit "A".

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

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

Section 2. That the proposed Memorandum of Understanding between the City of Gulfport and the Mississippi Transportation Commission concerning improvements to be made to Landon Road, from US Highway 49 to 34th Avenue, be and it is hereby found to be in the best

interest of the City and is approved in the form as attached hereto as Exhibit "A" 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 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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. *RKR*

Date: 1/28/16

Re: Recommendation to Approve Memorandum of Understanding with the
Mississippi Department of Transportation for the Landon Road Improvements
from Highway 49 to 34th Avenue

-STP-9138-00(002) LPA/107221-701000

Attached for your consideration is the referenced Memorandum of Understanding (MOU). This MOU is required by the Mississippi Department of Transportation (MDOT) in order to receive federal funding.

This project is designed to widen Landon Road from U.S. Highway 49 to 34th Avenue to 5 lanes including railroad and intersection improvements. The cost of the engineering services is funded 100% by the 2012 City of Gulfport Bond Issue. This MOU provides for \$1,000,000 in federal funds (80% federal and 20% City match). The purposed MOU will allow the Engineers to begin the FHWA process for selection of the route and continue working on the project. Additional monies will be allocated later for full construction of the portion that will be built.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the February 16, 2016 Council Agenda.

Attachments:

1. David Seyfarth letter dated 1/25/16
2. Memorandum of Understanding

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

16499B Highway 49, Saucier, Mississippi 39574-9740
January 25, 2016

Honorable Billy Hewes
Mayor, City of Gulfport
P.O. Box 1780
Gulfport, MS 39501

RE: Memorandum of Understanding, MOU, for Surface Transportation Project
Landon Road Improvements from Hwy 49 to 34th Avenue

Dear Mayor Hewes,

The above referenced federal aid project has been activated and assigned project number:
STP-9138-00(002)LPA/107221-701000. This number should be used in its entirety on all
correspondence for this project.

Attached are the duplicate copies of the Memorandum of Understanding, MOU, for the above
referenced project for your review and processing. The MOU outlines responsibilities and
funding as required by the MDOT project development manual, PDM, for federal funding.
Please execute the MOU in duplicate and return with governing council or board minutes
signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Layla Essary, telephone number 601-466-1881. Should you need additional information, contact
my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Memorandum of Understanding

Project STP-9138-00(002)LPA/107221-701000
Landon Road 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, a Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize STP funds and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct Improvements to Landon Road ; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 1,000,000.00 in federal funds (80% federal match and 20% local match) are available for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before n/a. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

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 Understanding for these and any future federal funds that may be allocated to this PROJECT, and 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 of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. The LPA shall 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, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.
3. The LPA shall submit to the 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 project 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 of omission or commission 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 Federal reimbursement until adequate proof of payment has been produced by the LPA.
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 aid 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 State Tax Commission, 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 a 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, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded 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. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which 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. 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.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, 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.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. 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 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 Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any 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 agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design 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, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which 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 of which complaint is made, 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 days 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:
Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501
Phone: (228) 868-5700
Fax: (228) 868-5800

For Technical Matters:

COMMISSION:
District LPA Coordinator – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5815
Fax: (228) 214-4413

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 Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding 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 Understanding 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.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

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

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 01/29/2016

Subject: Resolution - approving Memorandum of Understanding with MDOT for the Airport Road Extension to Washington Avenue Project and authorizing the Mayor to execute the same.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GULFPORT AND
THE MISSISSIPPI TRANSPORTATION COMMISSION IN CONNECTION WITH THE
AIRPORT ROAD EXTENSION PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport has announced its intentions to make certain and various improvements to fully four (4) lane Airport Road and install a roundabout at Washington Avenue in the City of Gulfport; and

WHEREAS, federal funds through the Mississippi Transportation Commission have been earmarked for the project in the amount of approximately \$550,000.00 (80% federal, 20% local match) which are available over a period of time and are subject to normal reductions and obligational limitations; and

WEHREAS, the City of Gulfport has authorized paying for the City's 20% share of the total cost of the project from an existing capital projects account; and

WHEREAS, the Mississippi Transportation Commission has agreed to allow the City of Gulfport to manage the project according to terms and provisions set forth in the Memorandum of Understanding that has been negotiated by and between the parties thereto and which is attached hereto as Exhibit "A".

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

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

Section 2. That the proposed Memorandum of Understanding between the City of Gulfport and the Mississippi Transportation Commission concerning improvements to be made to Airport Road, be and it is hereby found to be in the best interest of the City and is approved in the

form as attached hereto as Exhibit "A" 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 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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 1/28/16

Re: Recommendation to Approve Memorandum of Understanding with the
Mississippi Department of Transportation for the Airport Road Extension to
Washington Avenue

-STP-9156-00(001) LPA/107222-701000

Attached for your consideration is the referenced Memorandum of Understanding (MOU). This MOU is required by the Mississippi Department of Transportation (MDOT) in order to receive federal funding.

The project shall be designed to 4-lane Airport Road and to install a roundabout at Washington Avenue.

The current total is \$550,000.00 to complete the project. This will require a 20% City match or \$110,000.00. Funding is in place for the project from an existing capital account.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the February 16, 2016 Council Agenda.

Attachments:

1. David Seyfarth letter dated 1/25/16
2. Memorandum of Understanding

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

16499B Highway 49, Saucier, Mississippi 39574-9740
January 25, 2016

Honorable Billy Hewes
Mayor, City of Gulfport
P.O. Box 1780
Gulfport, MS 39501

RE: Memorandum of Understanding, MOU, for Surface Transportation Project
Extend 4-lane section on Airport Road including a roundabout at Washington Avenue

Dear Mayor Hewes,

The above referenced federal aid project has been activated and assigned project number:
STP-9156-00(001)LPA/107222-701000. This number should be used in its entirety on all
correspondence for this project.

Attached are the duplicate copies of the Memorandum of Understanding, MOU, for the above
referenced project for your review and processing. The MOU outlines responsibilities and
funding as required by the MDOT project development manual, PDM, for federal funding.
Please execute the MOU in duplicate and return with governing council or board minutes
signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Layla Essary, telephone number 601-466-1881. Should you need additional information, contact
my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Memorandum of Understanding

**Project STP-9156-00(001)LPA/107222-701000
Airport Road 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, a Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize STP funds and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct Improvements to Airport Road ; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 550,000.00 in federal funds (80% federal match and 20% local match) are available for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before n/a. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

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 Understanding for these and any future federal funds that may be allocated to this PROJECT, and 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 of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. The LPA shall 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, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.
3. The LPA shall submit to the 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 project 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 of omission or commission 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 Federal reimbursement until adequate proof of payment has been produced by the LPA.
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 aid 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 State Tax Commission, 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 a 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, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded 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. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which 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. 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.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, 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.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. 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 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 Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any 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 agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design 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, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which 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 of which complaint is made, 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 days 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:
Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501
Phone: (228) 868-5700
Fax: (228) 868-5800

For Technical Matters:

COMMISSION:
District LPA Coordinator – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5815
Fax: (228) 214-4413

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 Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding 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 Understanding 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.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

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

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 02/02/2016

Subject: Resolution - approving One-Year Extension to Engineering Master Services Agreements 2014 - Supplemental Agreement No. 2 and authorizing the Mayor to execute the same.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
SUPPLEMENTAL AGREEMENT NO. 2 TO ENGINEERING MASTER SERVICES
AGREEMENTS WITH WAGGONER ENGINEERING, INC., PICKERING FIRM, A.
GARNER RUSSELL & ASSOCIATES, NEEL-SCHAFFER, AND GEC, INC., AND
SUPPLEMENTAL AGREEMENT NO. 3 WITH BROWN, MITCHELL & ALEXANDER,
INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF
THE CITY, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport entered into contracts with Waggoner Engineering, Inc., Brown, Mitchell & Alexander, Inc., Pickering Firm, A. Garner Russell & Associates, Neel-Schaffer, and GEC, Inc. for Engineering Master Services; and

WHEREAS, these contracts provided for an initial term of one (1) year, ending March 1, 2015, and the option to extend the contract for three (3) additional one-year terms.

WHEREAS, the City desires to extend the contract for one (1) calendar year term as allowed by the contract, to be extended to March 1, 2017, at 11:59 P.M. via Supplemental Agreement No. 2 (Supplemental Agreement No. 3 for Brown, Mitchell & Alexander, Inc.) which is attached hereto as Exhibit "A".

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

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

Section 2. That the proposed Supplemental Agreement No. 2 to the Agreements between the City of Gulfport and Waggoner Engineering, Inc., Pickering Firm, A. Garner Russell & Associates, Neel-Schaffer, and GEC, Inc., and Supplemental Agreement No. 3 to the Agreement with Brown, Mitchell & Alexander, Inc., be and they are hereby approved in the form as attached hereto as Exhibit "A" 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 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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E. *RKR*

Date: 2/2/16

**Re: Supplemental Agreement No. 2 - Recommendation to Approve One-Year Extension
-Engineering Master Services Agreements 2014**

Attached for your consideration is Supplemental Agreement No. 2, in the additive amount of one (1) calendar year. In January 2014, contracts were approved and executed with six (6) firms for the Engineering Master Services agreement. Those firms are listed below.

- | | |
|---------------------------------------|-----------------------------------|
| 1. Waggoner Engineering, Inc. | 4. A. Garner Russell & Associates |
| 2. Brown, Mitchell, & Alexander, Inc. | 5. Neel-Schaffer |
| 3. Pickering Firm | 6. GEC, Inc. |

This contract allows for an initial term of one (1) year and the extension of the contract for three (3) one-year terms as approved by the Governing Authority. Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) per term.

This agreement is for engineering services on an as-needed basis. Services will include, but are not limited to, preliminary engineering reports, design, environmental and surveying services, construction drawings and construction observation, and other tasks that may become necessary during the process. For tasks assigned under the agreement, the scope of service will be agreed to in advance, the funding will be identified, and a specific work authorization will be issued for each assignment.

I recommend approval of Supplemental Agreement No. 2 for the one (1) year extension for each of the six (6) Engineering Firms listed above. The new contract term shall terminate on March 1, 2017 at 11.59 P.M. Please place this item on the February 16, 2016 Council Agenda.

SUPPLEMENTAL AGREEMENT NO. 2

ENGINEERING MASTER SERVICES AGREEMENT 2014

THIS SUPPLEMENTAL AGREEMENT NO. 2 to the Contract is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI** ("**City**" or "**Owner**") and _____ ("**Consultant**") on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain ENGINEERING MASTER SERVICES AGREEMENT 2014 FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor on February 4, 2014, and subsequently signed and executed by the authorized representative of (Consultant), the Contract is amended by SUPPLEMENTAL AGREEMENT NO. 1; and the Contract is hereby further amended by this SUPPLEMENTAL AGREEMENT NO. 2 as follows:

WHEREAS, the Contract states in ARTICLE II, CONTRACT TERM, that "The Agreement shall commence upon the latest date of execution and continue until March 1, 2015 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after March 1, 2015. Engineer shall complete any work assigned prior to March 1, 2015, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineer. This contract allows for an initial term of one (1) year and the extension of the contract for three (3) one- year terms as approved by the Mayor and City Council.";

WHEREAS, the SUPPLEMENTAL AGREEMENT NO. 1 extends the term to March 1, 2016;

WHEREAS, the CONSULTANT and CITY mutually agree to extend the contract for one (1) calendar year term as allowed by the contract; and

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Supplemental Agreement No. 2 be hereby effective March 1, 2016, as follows:

- A. That the contract term shall be extended one (1) year and shall terminate on March 1, 2017 at 11:59 P.M.

B. This Supplemental Agreement No. 2 in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

IN WITNESS WHEREOF, each of the Owner and Consultant has caused this Supplemental Agreement No. 2 to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

OWNER:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:

By: _____
Mayor

Deputy City Clerk

_____, 2016

CONSULTANT:

ATTESTED BY

By: _____
Authorized Representative

Secretary



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 02/08/2016

Subject: Resolution - approving amended and restated Interlocal Agreement in connection with the Motor Vehicle for Hire Authority.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING
AMENDED AND RESTATED INTERLOCAL AGREEMENT IN CONNECTION
WITH THE MOTOR VEHICLE FOR HIRE AUTHORITY, TO AUTHORIZE
THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND
FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, the City of Biloxi, the City of Pass Christian, and the City of D'Iberville previously entered into an INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES, as approved by the Attorney General of the State of Mississippi as of June 18, 2014, recorded in the records of the Harrison County Chancery Clerk as of June 25, 2014, and recorded in the records of the Secretary of State for the State of Mississippi as of June 27, 2014 (the "ILA");

WHEREAS, from and since the time of entering the ILA, a number of changes have occurred which make amendment of the ILA necessary and judicious;

WHEREAS, to provide continued consistency in the regulation of motor vehicles for hire with in the incorporated municipalities of Gulfport, Biloxi, and D'Iberville, the said municipalities have determined that continuing as members of the Motor Vehicles for Hire Authority is in the best interest of the citizens of each of those municipalities and, in furtherance thereof, have proposed the attached Amended and Restated Interlocal Agreement, attached hereto as Exhibit "A" to be approved by each municipal governing

authority and otherwise to be approved by the Attorney General of the State of Mississippi and recorded as required by statute; and

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 attached AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES, is hereby approved in the form attached hereto as Exhibit "A".

Section 3. The Mayor and Municipal Clerk are authorized to execute and deliver the attached AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES, and the City Attorney is authorized to deliver the fully executed agreement to the Mississippi Attorney General for approval as required by law.

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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR

**AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT,
THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE
FOR COOPERATION IN THE REGULATION OF
MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES**

THIS AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES (this "Amendment") is entered into on the dates hereinafter set forth by and among the CITY OF GULFPORT, MISSISSIPPI ("Gulfport"); the CITY OF BILOXI, MISSISSIPPI ("Biloxi"); and the CITY OF D'IBERVILLE, MISSISSIPPI (D'Iberville), (hereinafter, collectively the "Participating Municipalities") each being a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi pursuant to authority of an in accordance with Miss. Code Ann., as amended, Section 17- 13-1, et seq., being the "Interlocal Cooperation Act of 1974" and other applicable laws and regulations.

WHEREAS, the Participating Municipalities entered into that certain INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES (the "ILA") as approved by the Attorney General of the State of Mississippi as of June 18, 2014, recorded in the records of the Harrison County Chancery Clerk as of June 25, 2014, and recorded in the records of the Secretary of State for the State of Mississippi as of June 27, 2014;

WHEREAS, the City of Pass Christian, Mississippi, a political subdivision and municipal corporation, a party to the original ILA, withdrew from the Authority (as defined herein) effective April 27, 2016;

WHEREAS, pursuant to Section 1.3 Amendment or Termination of the ILA, the Participating Municipalities may amend the ILA by consent; and

WHEREAS, the Participating Municipalities desire to amend the ILA.

NOW, THEREFORE, for and in consideration of the mutual benefits and advantages each to the other, the parties hereby acting by and through their respective Governing Authorities, agree as follows:

WITNESSETH:

ARTICLE I. DURATION, TERMINATION AND AMENDMENT

Section 1.01 Duration.

- A. This Agreement shall be in full force and effect for a period commencing on the effective date hereof (as hereinafter provided) and running through and including July 15, 2018.
- B. **Effective Date.** The effective date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution by the City of Gulfport, the City of Biloxi, and the City of D'Iberville; (2) Execution of the Agreement on behalf of the Cities and (3) Submission of Agreement to the Attorney General and approval or ratification by law, and filing of the Agreement with the Chancery Clerk in conformity with the requirements of Miss. Code of 1972 Ann., as amended, § 17-13-11.

Section 1.02 Renewal. This Agreement shall not automatically renew, but may be renewed by each participating municipality by vote of each newly elected governing authority, by resolution, spread upon its minutes accepting continuation of this Agreement for the term of office of each governing authority.

Section 1.03 Amendment or Termination.

- A. **By Consent.** This Agreement may be amended by or terminated by mutual consent in writing of all of the parties duly authorized by their respective Governing Authorities.
- B. **By Notice.** Any party to this Agreement may terminate its participation in the Agreement upon three (3) months written notice to the Mayor of each of the Participating Municipalities.
- C. **Authority.** Action taken under this Section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The Cities shall act according to law by and through the respective Mayors and City Councils/Boards of Alderman ("Governing Authorities").

ARTICLE II. STATUTORY AUTHORITY AND PURPOSE

Section 2.01 Statutory Authority of the Cities. Pursuant to Miss. Code Ann. § 21-27-121, the governing authorities of municipalities shall have the power to fix the rates and charges of persons operating motor vehicles for the transportation of persons for compensation within the limits of the municipality. Further, pursuant to Miss. Code Ann. § 21-27-131, *et seq.*, the governing authorities of municipalities have the authority to adopt a licensing scheme for the operators of Motor Vehicles for Hire and to

enforce the same, to require insurance of operators of motor vehicles for hire, to require vehicle registration and numbering of motor vehicles operated for hire.

Section 2.02 Responsibility. A separate, legal or administrative entity is created by this Agreement to oversee the regulation of motor vehicles for hire within the municipalities of Harrison County, Mississippi, with representatives of each participating municipality being a part of that entity.

Section 2.03 Definitions.

- A. Fee.** For the purposes of this Agreement, the word “fee” shall mean rates and charges.
- B. Motor Vehicle for Hire.** For purposes of this Agreement the phrase “motor vehicle for hire” shall mean any motor vehicle, animal-drawn vehicle, pedicab or other vehicle designed or used for the transportation of passengers for hire, the charges for the use of which are determined by agreement, mileage or by the length of time for which the vehicle is engaged. The following are excluded from the definition of “motor vehicle for hire” under this Agreement:
 - i.** Limousines or any other vehicle owned solely by a funeral home and used for the performance of funeral services. However, if the limousine or other vehicle owned by a funeral home is used for other transportation-for-hire purposes for which a fee is charged, such vehicle is not excluded;
 - ii.** Ambulances and other medical transport service vehicles; however, nonemergency transportation vehicles are not excluded;
 - iii.** Vehicles provided by an employer or an employee association for use in transporting employees back and forth between the employees’ homes and to the employers’ place of business, with employees reimbursing the employer or employee association in an amount calculated to offset the reasonable expenses of operating the vehicle;
 - iv.** Vehicles owned and operated for the purpose of transporting the driver and/or others on a prearranged basis between their homes and places of employment or places of common destination and only charging a fee calculated to reasonably cover expenses (i.e., carpool, vanpool, etc.);
 - v.** Vehicles owned and operated by hotels/motels which provide free transportation service to guests. However,

vehicles operated by hotels/motels which provide transportation services for a fee are not excluded; and

- vi. Vehicles owned by a non-profit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers

ARTICLE III. FUNDING

Section 3.01 **Initial Funding.** The City of Gulfport and the City of Biloxi have contributed the total sum of Ten Thousand Dollars (\$10,000.00) each to provide funding for initial operating costs that may be incurred by the entity created hereby.

Section 3.02 **Operational Funding.** The Motor Vehicle for Hire Authority (the "Authority"), created hereunder, shall fund its operations through the collection of various licensing and other fees charged, as identified in its Rules and Regulations.

Section 3.03 **Funding Shortfalls.** In the event that the Authority fails to collect sufficient fees to fund its operations, the Participating Municipalities shall contribute the necessary funds in *pro rata* proportions equal to each municipality's percentage of motor vehicles for hire licensed by the Authority.

ARTICLE IV. PROVISIONS RELATED TO THE JOINT REGULATION OF MOTOR VEHICLES FOR HIRE IN THE MUNICIPALITIES OF HARRISON COUNTY

Section 4.01 **Purpose.** The Participating Municipalities of Harrison County, in an effort to provide consistency in the regulation of motor vehicle for hire Industry within the incorporated municipalities of Harrison County, desire to create and form a joint administrative body, the Motor Vehicle for Hire Authority (the "Authority").

Section 4.02 **Composition.** The Authority shall be comprised of one (1) duly appointed and confirmed representative for each Participating Municipality. The members of the Authority shall exercise the powers of the Authority.

Section 4.03 **Terms.** Authority members shall serve terms of three (3) years.

Section 4.04 **Officers.** The Authority shall elect a President and a Vice President at the last meeting of each fiscal year, who shall serve in their respective offices for the next fiscal year. The Vice President shall act in the absence or disability of the President.

Section 4.05 **Salary/Per Diem.** The Authority members shall serve without salary but shall be entitled to receive *per diem* as provided for in Section 25-3-60, Miss. Code of 1972 (as amended), and actual and necessary expenses incurred while in the performance of any duties as a member of the Authority as provided in Section 25-3-4, Miss. Code of 1972 (as amended).

Section 4.06 Removal from the Authority. Any Authority member who does not attend three (3) consecutive regular meetings shall be subject to removal by a majority vote of Authority members in attendance at any meeting and shall be replaced with an appointment from the governing authority which originally appointed him/her to serve out the remainder of the term.

Section 4.07 Bond. Each Authority member shall be required to give bond in the sum of not less than Fifty Thousand Dollars (\$50,000.00), with sureties qualified to do business in this State, and the premiums of the bonds shall be an expense of the Authority. Each bond shall be payable to the Authority. The condition of each bond shall be that each Authority members will faithfully perform all duties of his/her office and account for all monies or other assets which shall come into his or her custody as a member of the Authority. The Authority may require that an applicant to the Authority for a license or permit hereunder provide a reasonable bond, of not more than Five Hundred Dollars (\$500.00), to guarantee the faithful observance of the law as well as the rules and regulations which are adopted by the Authority.

Section 4.08 Meetings. The Authority shall conduct regular meetings as set forth in its bylaws. The Authority shall establish rules and regulations regarding its meetings and may amend such bylaws, rules and regulations as may be necessary to conduct the business of the Authority. A quorum for any meeting of the Authority shall be the majority of the total membership of the Authority, excluding vacant positions. All business of the Authority shall be transacted or authorized by unanimous vote of the Authority.

Section 4.09 Financial Matters. The Authority shall prepare and adopt a budget consistent with its bylaws estimating its expenses and revenue needs for each forthcoming fiscal year at least ninety (90) days prior to the beginning of each fiscal year. The Authority shall have the authority to receive and spend funds from any source in accord with the laws of the State of Mississippi. The receipt, disbursement and accounting for all funds of the Authority shall be conducted by a designated employee of the Authority or, in the absence of such an employee, by a designated member of the Authority. The books, financial records and other documents of the Authority shall be subject to audit at the request of any one of the Participating Municipalities. The Authority shall not have the authority to levy taxes or incur debt. The Authority shall have the authority to impose fees for services and for licenses and permits required herein.

Section 4.10 General Powers. The Authority shall have the right and powers necessary to make any rules and enforce any rule, regulation or fee to carry out the purposes of this Agreement, including, but not limited to the following:

- A. To adopt and enforce rules and regulations governing motor vehicles for hire which operate within the Participating Municipalities. These rules and regulations may include charges and fees to be paid to the Authority both by operators of motor vehicles for hire and by businesses engaged in the motor vehicle

for hire industry.

- B.** To adopt rules and regulations establishing rates of fare and charges authorized to be imposed by operators and businesses subject to the Authority's Jurisdiction.
- C.** To adopt rules and regulations requiring routine inspections of motor vehicles for hire and establishing applicable fees for conducting said inspections;
- D.** To adopt rules and regulations prohibiting the transfer of any permit, license, certificate or registration, or any other documentation issued by the Authority;
- E.** To adopt rules and regulations regarding the licensing, suspension and revocation of any permit, license, certificate of registration or any other documentation issued by the Authority. Any person whose permit, license, certificate of registration or other documentation issued by the Authority has been denied, suspended, or revoked may appeal to the City Council of the municipality where that person resides. If that person does not reside in any of the Participating Municipalities, appeal shall be taken to the City Council of one (1) of the municipalities participating in this Agreement by filing a notice of appeal with the Clerk of the Council of the appropriate Participating Municipalities within ten (10) business days of the action by the Authority appealed from;
- F.** To adopt rules and regulations requiring registration and numbering of vehicles utilized as a motor vehicle for hire within the Participating Municipalities;
- G.** To sue and be sued in its own name to enjoy all the projections, immunities and benefits provided by the Mississippi Tort Claims Act, as it may be amended from time to time;
- H.** To maintain office space at such place or places within the boundaries of the Participating Municipalities as the Authority may determine;
- I.** To own or lease real or personal property;
- J.** To invest monies of the Authority on such terms and in such manner as the Authority deems proper;
- K.** To apply for, accept, and utilize grants, gifts, and other funds from any source for any purpose necessary in support of the purpose of this Agreement;

- L.** To employ and terminate staff including, but not limited to, attorneys and consultants as may be necessary;
- M.** To enter into contracts for all operational needs of the Authority including but not limited to, contracts for conducting inspections of vehicles and for conducting background checks of applicants;
- N.** To request, receive, view, and retain copies of any criminal record pertaining to any applicant for a permit, license, certificate of registration, or any other documentation issued by the Authority;
- O.** To enter into contracts with any person or any public agency in furtherance of any of the purposes authorized by this Agreement. Any such contract may extend over any period of time, including a term which extends beyond the term of the majority of the existing Authority, notwithstanding any provision or rule of law to the contrary, may be upon such terms and for such consideration, nominal or otherwise, as the parties thereto shall agree and shall be binding upon the parties thereto according to its term;
- P.** To contract with any governing authorities within Harrison County under any terms mutually agreed to by the parties to carry out any powers, duties, or responsibilities granted by this act, or by any other laws to such governing authority;
- Q.** To acquire insurance for the Authority's property, real or personal, to insure against all risks as any insurance may, from time to time, be available; and
- R.** To apply for, contract for, accept, receive, and administer gifts, grants, appropriations and donations of money, materials, and property of any kind, including loans and grants from the United States, the state, a unit of local government, or any agency, department, district, or instrumentality of any of the foregoing, upon any terms and conditions as the United States, the state, a unit of local government, or any agency, department, district or instrumentality of any of the foregoing shall impose.

Section 4.11 Licensing authorized.

- A.** No person may drive or operate a motor vehicle for hire within the geographic boundaries of the Participating Municipalities unless he or she shall first have been licensed to do so by the Authority. The Authority may adopt rules and regulations establishing standards for the determination of whether it is in the best interest of the health, welfare and safety of the citizens of the Participating Municipalities to grant any Individual an operator's license or permit.
- B.** The Authority may require the applicant for an operator's license or permit to give a reasonable bond, of not more than Five Hundred Dollars (\$500.00), to guarantee the faithful observance of the law as well as the rules and regulations established by the Authority.
- C.** If the Authority refuses to grant an operator's license or permit to an applicant, an appeal may be taken to the City Council of the municipality where the applicant resides or where the applicant's employer is located, according to the procedure established in the Rules and Regulations of the Motor Vehicle for Hire Authority. If the applicant neither resides or is employed by an employer located in any of the Participating Municipalities, appeal shall be taken to the City Council of the one of the municipalities participating in this Agreement. Appeals to the appropriate City Council shall be perfected by the filing of a Notice of Appeal with the Clerk of the Council of the appropriate participating municipality within ten (10) business days of the refusal to grant. The City Council, sitting as an appellate body, shall determine whether the best interest of the health, welfare and safety of the citizens of the Participating Municipalities would be served by permitting said applicant to pursue such vocation in the Participating Municipalities.

Section 4.12 Insurance.

- A.** No permit, license, certificate of registration, or any other documentation shall be issued by the Authority to the owner or operator of any motor vehicle owned or operated for hire in the Participating Municipalities, unless and until such owner or operator shall have filed with, and the same has been approved by, the Authority, an insurance policy, or certificates of insurance in lieu thereof, issued by an insurance company authorized to transact business in this state, in an amount required by the Authority, conditioned to pay any final judgment against the owner or operator for personal injuries or property damages resulting from or arising out of the use, maintenance or operation of the motor vehicle.

- B. The insurance policy or bond, filed with the Authority, as required by this Section, shall contain a provision or endorsement to the effect that the same shall not be cancelled for any cause by either party thereto unless and until ten (10) days' written notice thereof shall have been given to the Authority.

Section 4.13 **Penalties/ Enforcement.** To provide an enforcement mechanism, the participating municipalities shall adopt an ordinance declaring that any person or persons who may violate any of the rules or regulations established by the Authority shall be guilty of a misdemeanor, and, upon conviction, shall be fined not more than Fifty Dollars (\$50.00) or thirty (30) days in jail, or by both such fine and imprisonment in addition to any revocation, suspension of any permit, license, certificate of registration, or any other documentation issued by the Authority. Failure of any owner or operator to comply with any requirements as to insurance coverage as may be imposed by the Authority shall be cause for revocation or suspension of his/her permit, or a fine not exceeding One Thousand Dollars (\$1,000.00), or both.

Section 4.14 **Conflict.** No rule or regulation of the Authority may conflict with Miss. Code Ann. § 21-27-121 and § 21-27-131, et seq. In the event of a conflict, the statutory provisions shall govern.

ARTICLE V. GENERAL PROVISIONS

Section 5.01 **Severance of Provisions.** In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed here from, and all remaining provisions and parts shall continue in full force and effect.

Section 5.02 **Captions.** The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

Section 5.03 **Counterparts.** This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original, subject to at least one (1) original document meeting all official approval and filing conditions required by Miss. Code of 1972, as amended, Section 27-13-11.

WITNESS OUR SIGNATURES, as duly authorized for and on behalf of the City of Gulfport, the City of Biloxi, and the City of D'Iberville on the dates indicated below.

Signatures on following pages

THIS, the _____ day of _____, 2016.

THE CITY OF GULFPORT, MISSISSIPPI, a
political subdivision and municipal corporation

By: _____
Billy Hewes, Mayor

ATTESTED BY:

MUNICIPAL CLERK

THIS, the _____ day of _____, 2016.

THE CITY OF BILOXI, MISSISSIPPI, a
political subdivision and municipal corporation

By: _____
Andrew "FoFo" Gilich, Mayor

ATTESTED BY:

MUNICIPAL CLERK

THIS, the _____ day of _____, 2016.

THE CITY OF DIBERVILLE, MISSISSIPPI, a
political subdivision and municipal corporation

By: _____
Rusty Quave, Mayor

ATTESTED BY:

MUNICIPAL CLERK



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 02/09/2016

Subject: Resolution - by the Gulfport City Council approving amended rules and regulation for the Motor Vehicle for Hire Authority, and for related purposes.

Recommendation:

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 _____, 2016, the following Resolution:

**RESOLUTION TO APPROVE THE AMENDED RULES AND REGULATIONS FOR THE
MOTOR VEHICLE FOR-HIRE AUTHORITY**

WHEREAS, to provide continued consistency in the regulation of motor vehicles for hire with in the incorporated municipalities of Gulfport, Biloxi, and D'Iberville, the City Council has approved City of Gulfport's entry into an INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES (the "ILA"), and authorized the Mayor and Municipal Clerk to execute and deliver the same; and

WHEREAS, it is in the best interests of the citizens of the municipalities participating in said ILA that the AMENDED RULES AND REGULATIONS FOR THE MOTOR VEHICLE FOR-HIRE AUTHORITY, attached hereto as Exhibit "A," be adopted by the Motor Vehicle For-Hire Authority.

**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 attached AMENDED RULES AND REGULATIONS FOR THE MOTOR VEHICLE FOR-HIRE AUTHORITY, be and the same are hereby approved in the form attached hereto as Exhibit "A".

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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR

CITY OF BILOXI
AGENDA ITEM
FACT SHEET

Item No.: 4F

Council Meeting Date: February 2, 2016

Substitute
ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: David Nichols, CAO *DN*

Gerald Blessey, City Attorney &
Counsel for Economic Development *GB*

SUMMARY EXPLANATION: Resolution to approve the Amended Rules and Regulations for the Motor Vehicle For-Hire Authority and to recommend adoption by the City of Gulfport and the City of D'Iberville. (STAY IN MVFHA)

Resolution X Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract _____ Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Amended Rules and Regulations for the Motor Vehicle For-Hire Authority

Submittal Authorization: Council President _____ Mayor X

STAFF RECOMMENDATION:

Staff recommends approval

COUNCIL ACTION: Motion By: Gines Second By: Tisdale

Vote: Councilmember	Yes	No	Other	Councilmember	Yes	No	Other
Lawrence	_____	_____	_____	Tisdale	_____	_____	_____
Gines	_____	_____	_____	Glavan	_____	_____	_____
Newman	_____	_____	_____	Fayard	_____	_____	_____
Deming	_____	_____	_____				

ACTION TAKEN:

GB/rq 020216hleg

Tabled one week on 1-26-16

Resolution No. _____

**RESOLUTION TO APPROVE THE AMENDED RULES AND REGULATIONS FOR
THE MOTOR VEHICLE FOR-HIRE AUTHORITY AND TO RECOMMEND ADOPTION
BY THE CITY OF GULFPORT AND THE CITY OF D'IBERVILLE**

WHEREAS, to provide continued consistency in the regulation of motor vehicles for hire with in the incorporated municipalities of Gulfport, Biloxi, and D'Iberville, the City Council has approved City of Biloxi's entry into an INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLES FOR HIRE AND FOR OTHER RELATED PURPOSES (the "ILA"), and authorized the Mayor and Municipal Clerk to execute and delivery the same; and

WHEREAS, it is in the best interests of the citizens of the municipalities participating in said ILA that the AMENDED RULES AND REGULATIONS FOR THE MOTOR VEHICLE FOR-HIRE AUTHORITY, attached hereto as Exhibit "A," be adopted by the Motor Vehicle For-Hire Authority.

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

SECTION 1: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION 2: The the attached AMENDED RULES AND REGULATIONS FOR THE MOTOR VEHICLE FOR-HIRE AUTHORITY, are hereby approved in the form attached hereto.

SECTION 3: The Mayor and Municipal Clerk are authorized to present the attached AMENDED RULES AND REGULATIONS FOR THE MOTOR VEHICLE FOR-HIRE AUTHORITY and recommend approval of same by the City of Gulfport and the City of D'Iberville.

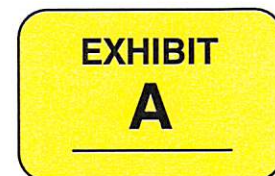
SECTION 4: This resolution shall take effect and be in force from and after adoption.

**AMENDED RULES AND REGULATIONS
MOTOR VEHICLE FOR-HIRE AUTHORITY**

ARTICLE I.	GENERAL
ARTICLE II.	DRIVER REGULATIONS
ARTICLE III.	TAXICABS
ARTICLE IV.	LIMOUSINES, EXECUTIVE SEDANS, SHUTTLES, SHUTTLE BUSES, & NON-EMERGENCY MEDICAL TRANSPORT
ARTICLE V.	TRANSPORTATION NETWORK COMPANY VEHICLES
EXHIBIT A.	RATE SCHEDULE
EXHIBIT B.	GULFPORT-BILOXI INTERNATIONAL AIRPORT RATE MAP
EXHIBIT C.	COMPLAINT RESOLUTION PROCEDURE

**AMENDED RULES AND REGULATIONS
MOTOR VEHICLE FOR-HIRE AUTHORITY**

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ARTICLE I.

GENERAL

- Sec. 1. Motor Vehicle For-Hire Authority**
- Sec. 2. Definitions**
- Sec. 3. Penalty for Violation of Chapter**
- Sec. 4. Certificate of Registration Required**
- Sec. 5. Issuance of Certificate of Registration**
- Sec. 6. Transfer of Certificate of Registration**
- Sec. 7. Suspension or Revocation of Certificate of Registration**
- Sec. 8. Vehicle Equipment and Maintenance; Inspections**
- Sec. 9. Vehicle Classification and Liability Insurance**
- Sec. 10. Vehicle Registration**
- Sec. 11. Methods of Payment; Receipts**
- Sec. 12. Advertising on Vehicles**
- Sec. 13. Refusal of Passenger to Pay Legal Fare**
- Sec. 14. No Smoking Policy; Other Driver and Vehicle Standards**
- Sec. 15. Enforcement of Articles**
- Sec. 16. Gulfport-Biloxi Regional Airport Authority Rules & Procedures**
- Sec. 17. Existing Certificates of Registration & Driver Permits**

Sec. 1. Motor Vehicle For-Hire Authority

The mission of the Authority is to unify the rules and regulations governing motor vehicles for hire engaging in business within the participating municipalities of Biloxi, Gulfport and D'Iberville in Harrison County, Mississippi and such other purposes as are set out in the inter-local agreement creating and establishing the Authority by the participating municipalities. The Authority shall be governed by a Board whose members shall consist of representatives of the municipalities as follows:

- A.** Members of the Board of the Authority shall be as follows and shall replace the existing Authority Board:
 - (1.)** One (1) Representative appointed by the governing authorities of the City of Biloxi, Mississippi;
 - (2.)** One (1) Representative appointed by the governing authorities of the City of D'Iberville, Mississippi;
 - (3.)** One (1) Representative appointed by the governing authorities of the City of Gulfport, Mississippi;
- B.** Interim terms, under these amended rules and regulations, begin when appointed by the respective municipalities and end September 30 of each year, begin the last day of the fiscal year for municipalities.
- C.** Each Representative of the Authority shall hold office until his or her successor has been appointed and has qualified.

- D. Each Representative shall give bond in the sum of not less than Fifty Thousand Dollars (\$50,000), with sureties qualified to do business in Mississippi. The condition of each bond shall be that each Representative will faithfully perform all duties of his or her office and account for all monies or other assets that shall come into his or her custody as Representative of the Authority. The premiums for such bonds shall be an expense of the Authority.
- E. At the initial meeting of the new Board of the Authority established under these amended rules and regulations, the Authority shall elect a President, a Vice President, and Treasurer. Thereafter, the Authority will annually, at the first meeting of the fiscal year, elect a President, Vice President, and Treasurer who shall serve in their respective offices for the next fiscal year. The Vice President shall act in the absence or disability of the President.
- F. All voting members of the Authority shall serve without salary, shall receive no per diem), but may receive actual and necessary expenses incurred while in the performance of any duties as a member of the Authority as provided in Section 25-3-4, Miss. Code of 1972 (as amended).
- G. Regular Authority Meetings will be held in a public place to be designated by the Authority. The Authority may otherwise meet upon notice, pursuant to state statute, to each of its members when such special meeting is required to carry out the provisions of this chapter, and a majority of the Authority shall constitute a quorum thereof.
- H. **Definition of Motor Vehicle for Hire.** The term "motor vehicle for hire" or vehicle for hire, when used herein shall mean any motor vehicle, animal-drawn vehicle, pedicab, or other vehicle designed or used for the transportation of passengers for hire, the charges for the use of which are determined by agreement, mileage, or by the length of time for which the vehicle is engaged. The following are excluded from the definition of "motor vehicle for hire":
- (1.) Limousines or any other vehicle owned solely by a funeral home and used for the performance of funeral services. However, if the limousine or other vehicle owned by a funeral home is used for other transportation-for-hire purposes for which a fee is charged, such vehicle is not excluded;
 - (2.) Ambulances and other medical transport service vehicles; however, nonemergency transportation vehicles are not excluded;

- (3.) Vehicles provided by an employer or an employee association for use in transporting employees back and forth between the employees' homes and to the employers' place of business, with employees reimbursing the employer or employee association in an amount calculated to offset the reasonable expenses of operating the vehicle;
- (4.) Vehicles owned and operated for the purpose of transporting the driver and/or others on a prearranged basis between their homes and places of employment or places of common destination and only charging a fee calculated to reasonably cover expenses (i.e. carpool, vanpool, etc.);
- (5.) Vehicles owned and operated by the federal or state government, by a political subdivision of the state or by a person under contract with the county or any city within the county for operation of the vehicle;
- (6.) Vehicles owned and operated by hotels/motels that provide free transportation service to guests. However, vehicles operated by hotels/motels which provide transportation services for a fee are not excluded;
- (7.) Vehicles owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers; and
- (8.) Motor vehicles operated by currently certified and compliant United States Department of Transportation (USDOT) ground transportation companies.

Sec. 2. Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this Sec. 2, except where the context clearly indicates a different meaning:

Accessible Vehicle: A vehicle that meets the requirements of the Americans with Disability Act ("ADA") and is equipped with: a lift mechanism capable of lifting a passenger in a wheelchair from street level into the vehicle or a ramp with a slope that is suitable for a wheelchair passenger to enter the vehicle safely; headroom of sufficient capacity to accommodate wheelchair passengers comfortable, and; wheelchair tie-down, but shall not include transportation of passengers in a recumbent position or on stretchers or beds.

Animal Drawn Vehicle: Any vehicle that is pulled by carriage horses, dray horses, or other draft animals and is used for the purpose of conveying passengers for hire or for advertising or promotional purposes.

Bus: A passenger vehicle designed to seat sixteen (16) or more passengers including the driver.

Certificate of Registration: A certificate issued by the Authority authorizing the holder thereof to conduct a taxicab business in the County.

Cruising: Driving on, over, or along city or county streets and around businesses and soliciting passengers for hire or parking for the purpose of soliciting fares.

Driver's Permit: The permission granted by the Authority to a person to drive or operate a taxicab upon the streets of the County.

Executive Sedan: A vehicle with a passenger seating capacity not in excess of eight (8) passengers including the driver which operates by a prearranged contract or agreement. A vehicle licensed to operate as an executive sedan is prohibited from providing any other service defined herein.

Holder: A person to whom a certificate of registration has been issued.

Information Sign or Sticker: An adhesive sign that is posted in vehicle for hire that would inform passengers the rates of fare and the telephone number of the Motor Vehicle for Hire Authority.

Limousine: A motor vehicle designed or constructed to accommodate and transport passengers for hire on a pre-arranged basis only, with an extended seating capacity, and a fixed partition between the driver and passenger seating area. The vehicle shall have additional rear seating capacity, area, and comforts; and shall be designed to transport a minimum of five (5) and not more than fifteen (15) passengers (including the driver).

Limousine Service: A business that utilizes limousines, limousine luxury busses, or executive sedans as vehicles that are not equipped with a meter and operate only on the basis of written or other prearranged contract. A vehicle licensed to operate as a limousine service is prohibited from cruising, operating on call or demand, or providing any other service defined herein.

Limousine Luxury Bus: A motor vehicle designed or constructed to accommodate and transport passengers for hire on a pre-arranged basis only, with an extended seating capacity, and a fixed partition between the driver and passenger seating area. The vehicle shall have additional rear seating capacity, area, and comforts; and shall be designed to transport a minimum of sixteen (16) passengers (including the driver).

Long Hauling: The practice of a for-hire transportation driver taking a route other than the most direct or efficient route in order to charge the customer a higher fare.

Manifest: A daily record of all trips made by a driver, showing time and place of origin, destination, the number of passengers and any other information required by the Authority.

Non-Emergency Medical Transport: A vehicle for hire which is engaged by prearrangement; is a van, minivan, bus, or accessible vehicle; and which provides non-emergency transportation service to ambulatory, wheelchair, or disabled passengers to and from medical appointments.

Open Stand: A public place alongside the curb of a street or elsewhere in the County that has been designated by the Authority as reserved exclusively for the use of taxicabs.

Pedicab: A bicycle-like vehicle duly licensed to be operated and used primarily for the purpose of providing for-hire transportation over a route or to a destination and upon which one or more persons may ride as passenger(s) while being propelled exclusively by the manual strength of a company hired person

Person: Includes an individual, a corporation, or other legal entity, a partnership and any unincorporated association.

Prearranged: Transportation that has been arranged or reserved via telephone, facsimile, internet, or smartphone app, at least one hour, prior to the vehicle for hire beginning to render the transportation service and any service ancillary to the transportation such as loading baggage.

Shuttle Bus: A non-metered van type motor vehicle that has a manufacturer's seating capacity of not less than 16 passengers (including the driver) and is used for the transportation of persons. This classification shall not apply to any motor vehicle otherwise defined as a taxicab, flat-rate vehicle for hire, limousine, or non-emergency medical transport.

Shuttle Vehicle: A non-metered van type motor vehicle that has a manufacturer's seating capacity of not less than 9 passengers and not more than 15 passengers (including the driver) and is used for the transportation of persons. This classification shall not apply to any motor vehicle otherwise defined as a taxicab, flat-rate vehicle for hire, limousine, or non-emergency medical transport.

Shuttle Service: A business offering or providing transportation for hire by a shuttle vehicle when the driver is furnished as part of the service and the service is offered on a prearranged basis, a preapproved regularly scheduled basis, or a preapproved route.

Specialty Limousine: An antique or special interest vehicle that is maintained in excellent condition. "Antique vehicle" shall mean a vehicle that is twenty-five (25) years old or older and is recognized by the Antique Automobile Club of America. "Special interest vehicle" shall mean a vehicle that, due to limited production, outstanding design, unique character, and/or technical achievement, is of special interest. The determination of whether a vehicle qualifies as an antique, classic, or special interest vehicle shall be made by the Authority.

Taxicab: Any metered, on-demand vehicle with a minimum of four (4) doors which carries seven (7) passengers or less [eight (8) including the driver] for-hire where the destination and route traveled may be controlled by a passenger and the fare is calculated on the basis of an initial fee, distance traveled, waiting time, or any combination thereof.

Taximeter: A meter instrument or device attached to a taxicab that measures mechanically or electronically the distance driven and the waiting time upon which the fare is based.

Transportation Network Company (TNC): An individual or organization, whether a corporation, partnership, sole proprietor, or other form, that connects passengers with drivers using Transportation Network Vehicle (as defined by this article) for purposes of providing TNC services by the sole means of a software application or platform.

Transportation Network Company Services (TNC services): The transportation of a passenger beginning from the moment a TNC driver accepts a ride requested by a passenger through a TNC's internet-based software application or platform, continuing while the driver transports a requesting passenger, and ending when the last requesting passenger departs from the TNC vehicle, regardless of whether the application or platform is active during the transportation of a passenger.

Transportation Network Company Vehicle (TNC vehicle): Any motor vehicle being used to provide TNC services through a TNC's internet-based software application or platform. A vehicle operated by a TNC driver while providing TNC services that is:

- A. Owned or leased by the TNC driver, or otherwise authorized for use by the TNC driver;
- B. Not otherwise certificated as a taxicab, limousine, luxury sedan, shuttle, shuttle bus, or non-emergency medical transport under these Rules and Regulations; and
- A. Not a vehicle which if granted a Certificate of Registration would conform to the definition of a taxicab, limousine, luxury sedan, shuttle, shuttle bus, or non-emergency medical transport.

Transportation Network Driver: a person who uses a Transportation Network Company Vehicle (as defined by this article) to provide TNC services for passengers matched through a TNC's internet-based software application or platform. A TNC driver need not be an employee of a TNC.

Waiting Time: The time during which a taxicab is under the direction of a passenger, and the taxicab is moving slower than the per-mile rate allowed by this article.

Sec. 3. Penalty for Violation

- A.** To provide an additional enforcement mechanism, the participating municipalities may adopt an ordinance declaring that any person or persons who may violate any of the rules or regulations established by the Authority shall be guilty of a misdemeanor, and, upon conviction, shall be fined not more than Fifty Dollars (\$50) and/or sentenced up to thirty (30) days in jail, in addition to any revocation, suspension of any permit, license, certificate of registration, or any other documentation issued by the Authority. Failure of any owner or operator to comply with any requirements as to insurance coverage as may be imposed by the Authority shall be cause for revocation or suspension of his/her permit, or a fine not exceeding One Thousand Dollars (\$1,000), or both.
- B.** The penalties issued herein shall be in addition to the suspension and revocation penalties of the Authority granted by these Rules. However, the suspension and revocation penalties are considered administrative penalties for a violation or infraction of these Rules. Nothing herein should be interpreted to construe that the Authority has the authority to adjudicate a misdemeanor.

Sec. 4. Certificate of Registration Required

- A.** No individual or company shall operate or permit a vehicle owned or controlled by him or her to be operated as a vehicle for hire upon the streets of the participating municipalities of Harrison County without having first obtained a Certificate of Registration from the Authority. However, persons operating such vehicles for the purpose of servicing or maintaining such vehicles or for other non-passenger ferrying purposes other than personal services are exempted from this regulation.
- B.** Otherwise personal use of such vehicles by non-permitted drivers is prohibited. The language of this Sec. 4 notwithstanding, nothing herein is intended to prohibit a driver permitted by this Authority from using a vehicle titled in that driver's name, for which a Certificate of Registration has been issued, for personal purposes.

Sec. 5. Issuance of Certificate of Registration

- A. Application.** Before conducting business as an individual or company that

owns or operates motor vehicles for hire, such individual or company must be issued a Certificate of Registration. In order to secure or renew a Certificate of Registration, the applicant shall file an application with the vehicle for hire administrator or designee, and such application shall be verified under oath in a form approved by the Authority. The Application shall furnish the name and address of the company as well as all information required by paragraph E below. If a company is a corporation or partnership, the name and address of all officers, shareholders, partners or any principals or owners with an interest greater than five percent (5%) of the company must be listed;

- B. Investigation.** The Authority shall make inquiry into the background and history of the applicant, which shall include, but not be limited to, a criminal background investigation, drug screening, and a driving record investigation. If found satisfactory, the applicant may be issued a Certificate of Registration.
- C. Issuance of Certificate of Registration.** In the event that such investigations reveal no negative history or positive results for illegal substances, a Certificate of Registration for such an applicant may be issued at the discretion of, and by, the Authority Administrator subject to ratification by the Authority at its next scheduled meeting. However, in the event that such investigations reveal negative criminal or driving history or positive results for illegal substances, the Authority Administrator must present the results of the investigation to the Authority and Certificates of Registration for such applicants may only be issued upon Authority approval.
- D. Fees.** There shall be a Twenty-Five Dollar (\$25) fee paid to the Authority with each new application for a Company or Individual Certificate of Registration. There shall be a Twenty-Five Dollar (\$25) fee paid to the Authority with each application for a renewal of a Company or Individual Certificate of Registration. Such license fee shall become due on the first day of February of each year and shall be paid by February 28th of each year.
- E. Maintaining Company Certificate.** In order to obtain and maintain a company certificate to operate or engage in the business of operating vehicles for hire, the company must:

 - (1.) Maintain a telephone number that is monitored twenty-four (24) hours a day for emergency contact by the vehicle for hire administrator, or designee, or law enforcement, and an e-mail address for citizen complaints or concerns;
 - (2.) Maintain a log, listing the full name, date of birth, home address, telephone number, and Mississippi driver's license number of each driver affiliated with the company;

- (3.) Maintain a log listing the year, make, model, license plate number, vehicle identification number, a copy of the current valid vehicle registration, and a copy of the vehicle inspection form;
- (4.) Maintain the proper amount of insurance as provided in these Rules and Regulations;
- (5.) Warrant and represent to the MVFHA and to its participating municipalities as follows:
 - (i.) That each vehicle and driver affiliated with its Company (whether by direct employment, contract, or assignment) is in compliance with the Rules and Regulations set forth herein.
 - (ii.) That each vehicle has been inspected in accordance with the requirements of these Rules and Regulations
 - (iii.) That each vehicle is covered by a policy or policies of insurance in accordance with the requirements of these Rules and Regulations
 - (iv.) That the company has investigated the criminal background of each driver affiliated with its Company (whether by direct employment, contract, or assignment) and that they have no affiliated driver who's criminal record revealed a violation of the items outlined in Article II, Sec. 2.
 - (v.) That the company has investigated the driving history of each driver affiliated with its Company (whether by direct employment, contract, or assignment), by and through the Department of Motor Vehicles for each state in which that driver has lived in the preceding three (3) years and that the company has no affiliated driver who's driving record revealed a driving history that includes a conviction, guilty plea, or plea of *nolo contendere* to any of the offenses outlined in Article II, Sec. 2, paragraphs D and E.
 - (vi.) That each driver affiliated with its Company (whether by direct employment, contract, or assignment) meets the requirements for the issuance of Driver's permit outlined in Article II, Sec. 2, paragraphs A-G.
 - (vii.) That each driver affiliated with its Company (whether by direct employment, contract, or assignment) has been tested for the presence of illegal drugs or other substances by a drug screening facility approved by the Authority and that the Company has permitted no individual to drive a vehicle for hire within its control who has tested positive for the presence of illegal substances.
 - (viii.) That the company periodically conducts random drug tests

of its affiliated drivers; and, that in the event a driver tests positive for presence of illegal substances, that the company no longer permits that driver to drive or operate a vehicle for hire.

- (6.) Maintain records, available for inspection upon request by the administrator, verifying each Representation and Warranty made pursuant to these Rules.
- (7.) Maintain records, available for inspection upon request by the administrator or designee, pursuant to a complaint received or if the administrator has a reasonable basis to suspect that a company or driver is violating the requirements of these rules and regulations. The records shall include, but not be limited to, records pertaining to the permitted/certified drivers, vehicle inspection record, daily logs, and the rates charged are in compliance.
- (8.) Implement a zero-tolerance policy on the use of drugs or alcohol applicable to all drivers, and provide notice of the policy to all company drivers and to the public. In addition, the company shall provide notice to the public on the procedure for reporting a driver the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride. The company shall cooperate with the administrator, or designee, during the pendency of the investigation. The administrator, or designee, is authorized to conduct compliance audits of any company authorized to operate under this Article through which all records referenced above shall be made available to the Administrator immediately upon request

F. Duration and Renewal. Certificates of Registration shall be valid for a period of one year. However, the duration of validity for a Company Certificate of Registration that is issued after March 1st of a particular calendar year shall be prorated so that the Certificate of Registration expires on February 28th of the following year. Otherwise all Certificates of Registration will expire on February 28th of each calendar year.

G. Holds and Moratoriums. The Authority shall have the authority to issue temporary holds or moratoriums on the issuance of Certificates of Registration.

H. Vehicle Fees. There shall be a fee paid to the Authority with each application, including renewal applications, for a Vehicle Certificate of Registration. The fee shall be Twenty-Five Dollars (\$25.00). There shall be no invoice with regard to the requirement for the payment of Vehicle fees other than these Rules.

Sec. 6. Transfer of Certificate of Registration.

No Certificate of Registration may be sold, assigned, hypothecated, mortgaged or otherwise transferred without the consent of the Authority.

Sec. 7. Suspension or Revocation of Certificate of Registration; Causes; Appeals.

- A. Suspension.** Upon a finding of due cause, as defined in paragraph B of this Sec. 7, the Motor Vehicle for Hire Authority shall revoke or suspend any company certificate which has been granted or which may hereinafter be granted by the Authority. Prior to suspension or revocation, the company shall be served notice by certified mail or hand delivery of the proposed action to be taken and shall have an opportunity to present evidence as to why the company permit should not be revoked or suspended pursuant to the Complaint and Hearing Resolution Procedures outlined in Exhibit C attached to these Rules and Regulations and made a part hereof.
- B. Causes for Revocation or Suspension.** Due cause for revocation or suspension of a company certificate of registration shall include but shall not be limited to the following:
- (1.) Any violation of these rules
 - (2.) The failure of the company to maintain any of the general qualifications applicable to the initial granting and maintenance of the company certificate as set forth in paragraph E of Sec. 5;
 - (3.) Obtaining a company certificate by providing false information;
 - (4.) Conviction by a court of competent jurisdiction of any shareholder, officer, partner, member, principal or owner of any corporation, partnership, firm or association holding a five percent (5%) interest or more in the entity, of any of the following: criminal homicide, rape, sexual battery, aggravated battery, burglary, aggravated assault, kidnaping, robbery, child molestation, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the above, or possession, sale, distribution, or manufacturing of illegal substances.
 - (5.) Allowing any person to operate a company's designated vehicle for hire, or operate on the company's digital platform, without an active driver permit or credential, or when said person's permit or credential has been suspended or revoked.
- C. Appeals.** If the Authority refuses to grant an operator's permit or license to an applicant, or reinstate a suspended or revoked license, or if any individual fees aggrieved by a decision under this article, an appeal may be taken as provided in Exhibit C attached to these Rules and Regulations and made a part hereof.

Sec. 8. Vehicle Equipment and Maintenance; Inspections

- A. Inspection Prior to Use.** Prior to the use and operation of any vehicle for hire under the provisions of this article, the vehicle for hire shall be thoroughly examined and inspected by personnel authorized by the Authority and found to comply with such reasonable rules and regulations for inspection as may be prescribed by the Authority. Such rules and regulations shall be promulgated to provide safe transportation and shall specify such safety equipment and regulatory devices, as the Authority shall deem necessary. Therefore, all Companies shall, before causing or permitting a vehicle for hire to be operated in the participating municipalities, have such vehicle or vehicles thoroughly examined and inspected. To satisfy this inspection requirement, the Authority may accept a certificate of inspections from an ASE (Automotive Service Excellence) Certified Technician with certifications in a minimum of three (3) areas to include Engine, Brakes, and Suspension & Steering who must certify that the vehicle is safe to be operated as a Motor Vehicle for Hire.
- B. Inspections.** Every vehicle for hire operating under this article shall be inspected annually at a cost of Fifteen Dollars (\$15) per inspection. The inspection schedule is to be at the discretion of the Authority Administrator. Such inspections will be conducted by personnel authorized by the Authority to ensure the continued maintenance of safe operating conditions. A certificate from an ASE Certified Technician as provided above in Paragraph A of this Section 8 may be accepted by the Authority in lieu of the \$15.00 fee and inspection by the the Authority directly. Additionally every vehicle for hire operating under this article shall be subject to being inspected on a random basis to be determined by the Authority Administrator. In the event that a vehicle inspected fails such annual or random inspection, then Authority Administrator is vested with the authority to suspend the Certificate of Registration issued to that vehicle pending repair or correction of the item or items causing the vehicle to fail. A fee of \$15.00 shall be charged for each re-inspection. In the event that a vehicle has been inspected by the Federal Motor Carrier Safety Administration, within three (3) months of inspection due, the documentation of the Federal inspection shall be accepted in lieu of the inspection required in this paragraph..
- C. Inspection Permit and Decal.** Upon a vehicle for hire passing the required inspection, the holder shall be issued an inspection permit showing the date of the inspection, the vehicle's registration number and license tag number. The permit shall be legibly signed by the person conveying the permit, and shall be in the form of or accompanied by a decal issued by the Authority, to be displayed in the right lower corner of the front windshield of the inspected vehicle.
- D.** Vehicles for hire are to be kept in clean, sanitary and undamaged condition. Every vehicle for hire operating under this article shall present a

favorable appearance and be free from offensive odors. Vehicles that have been damaged, whether or not they remain roadworthy, shall be restricted from operating. All vehicles are subject to inspection at any time by the Authority or a designee of the Authority.

Sec. 9. Vehicle Classification and Liability Insurance.

- A.** No Certificate of Registration shall be issued or continue in operation unless there is in full force and effect a liability insurance policy for each vehicle affiliated with the Company, and/or operating by and through the Company, in the amount specified for each category and a commercial general liability insurance policy. Such policy shall be in the name of the Company and inure to the benefit of any person who shall be injured or who shall sustain damage to property proximately caused by the negligence of a holder or his employees, subcontractors, or agents. The policy or proof, thereof, shall be filed in the office of the Authority, and the policy shall be issued by an insurance company authorized to do business in the state.
- B.** The insurance policy or proof thereof filed with the Authority as required by this Sec. 9 shall contain a provision or endorsement to the effect that the policy shall not be canceled for any cause by either party thereto unless and until ten (10) days' written notice is given to the Authority, and that such then (10) days' notice, when given, shall commence to run from the date notice is actually received at the Authority. The Authority shall be listed on the policy as to be notified by the insurance company of any policy limit changes, cancelation, or lapses of coverage. Failure to have liability insurance in force on any vehicle authorized to be used by the holder is cause for revocation and cancellation of the Certificate of Registration. The Authority and the participating municipalities shall be listed as additional insureds on all insurance policies.
- C.** Vehicle Classifications are determined by passenger carrying capacity (specifications include the driver):
- | | | | |
|------|--------------|--|-------------|
| (1.) | Category "A" | Accessible Taxicabs and non-taxicab vehicles of eight (8) passengers or less | \$300,000 |
| | CSL | | |
| (2.) | Category "B" | Nine (9) to fifteen (15) passengers | \$1,500,000 |
| | CSL | | |
| (3.) | Category "C" | Sixteen (16) or more passengers | \$5,000,000 |
| | CSL | | |
| (1.) | Category "T" | Non-Accessible Taxicabs | |
| | (i.) | Bodily Injury: One Hundred Thousand Dollars (\$100,000) each person; | |

- (ii.) Three Hundred Thousand Dollars (\$300,000) each occurrence;
 - (iii.) Property damage liability Fifty Thousand Dollars (\$50,000) each occurrence;
 - (iv.) In lieu of subparts (i.), (ii.), and (iii.), hereinabove, bodily injury and property damage combined with limits of Three Hundred Thousand Dollars (\$300,000) per occurrence.
- (4.) Insurance requirements for TNCs and TNC vehicles are stated in Article V, Sec. 2.

Sec. 10. Vehicle Registration

- A.** A Company must register any vehicle for hire operating in the participating municipalities of the Motor Vehicle For Hire Authority with the Authority before causing or permitting the vehicle for hire to be operated. In order to register a vehicle for hire, the Company must provide the Authority with a copy of the vehicle title, the vehicle year, make, model, vehicle identification number, and license tag number for the current year; the Company must also furnish the Authority proof of insurance coverage in the required amounts through a policy written by an insurance company authorized to do business in the state, as well as a copy of the policy itself and proof of compliance with the inspection requirements set forth herein which includes a copy of the certification referenced above in Sec .8.
- B.** However, the requirement of Vehicle Registration may be waived provided that the Company through which, or under which, authority the vehicle is operating, indemnifies and holds harmless, the participating municipalities of the Motor Vehicle For Hire Authority, the Motor Vehicle for Hire Authority, their respective officials, council members, and Board members from any and all liability or damage (including attorney fees) arising from or resulting from damage or harm caused by:
- (1.) A safety defect in any vehicle for hire affiliated with or operating by and through the authority of the Company and/or;
 - (2.) The failure of a vehicle for hire affiliated with or operating by and through the authority of the Company to comply with the requirements of these rules and regulations;
 - (3.) The inaccuracy, untruth, incompleteness, misrepresentation or breach of any representation made pursuant to these Rules and Regulations;

AND

the Company, with which a vehicle for hire is affiliated, or through which it is operating, posts with the Authority a Surety Bond reasonably acceptable to the Authority, in favor of the participating municipalities of the Motor Vehicle For Hire Authority, the Motor Vehicle for Hire Authority, and their respective officials, council members, and Board members, which secures the prompt payment of the indemnity provided above. Said bond shall be at least Three Hundred Thousand (\$300,000.00), and the Authority may require a reasonably higher amount of bond for the Company based on the number of vehicles the Company allows to operate by and through the authority of the Company as a vehicle for hire in the participating municipalities of the Authority. Said bond must be valid and irrevocable for the period for which the Company possesses a Certificate of Registration.

- C. In the event that the bond referenced in paragraph B above is not renewed at the time a Company seeks to renew its Certificate of Registration, any drivers which the Company seeks allow to operate as drivers of vehicles for hire, under its authority must be registered and certificated as provided herein.

Sec. 11. Method of Payment and Receipts.

All company vehicles and TNC vehicles must provide an option for payment by credit card either by swiping the card or by electronic card payment. Cash may be accepted. All vehicles must provide for written receipts to passengers either in print or electronic form. Hand-written receipts are not allowed. All Taxicabs must also comply with Article III.

Sec. 12. Advertising on Vehicles.

With the approval of a majority vote of the Authority, a company or individual owning or operating a vehicle for hire may permit advertising matter to be affixed to or installed in or on such vehicle for hire. Authority reserves the right of refusal and has right to order removal of advertising. Signage that obstructs the view of the driver or passenger(s) and is, in the opinion of the Authority, a safety hazard is prohibited.

Sec. 13. Refusal of Passenger to Pay Legal Fare.

It shall be unlawful for any person to refuse to pay the legal fare of any vehicle for hire after having hired the vehicle, and it shall be unlawful for any person to hire any vehicle with the intent to defraud the person from whom it is hired of the value of such service.

Sec. 14. No Smoking Policy; Other Driver and Vehicle Standards.

- A. Smoking is not permitted in any vehicle for hire. No Smoking signs will be posted in the vehicle in a location visible to passengers. All drivers are prohibited from smoking in their vehicles at any time—i.e., their vehicles must be smoke free vehicles, and no driver may smoke within fifty (50) feet of the exterior of their vehicle.

- B.** In order to pick up or deliver any passenger to the Gulfport-Biloxi International Airport or to any private business, all drivers must adhere to the rules and standards of conduct, decorum, dress and personal hygiene that may be established by the Airport or any such private business and specifically pertaining to Motor Vehicles for Hire.

Sec. 15. Enforcement of Articles; Dispute Resolution.

Enforcement of all provisions of Articles I, II, III, IV, and V and Exhibits A, B, and C of these Rules and Regulations and the resolution of all disputes arising out of these Rules and Regulations shall be according to the provisions of Exhibit C and applicable state law.

Sec. 16. Gulfport-Biloxi International Airport Rules & Procedures.

The Gulfport-Biloxi International Airport (the "Airport") has the authority to establish rules and procedures as to govern motor vehicles for hire operating at the Airport. These rules and regulations may supersede the minimum specifications of the Authority's rules and regulations. Specifically, fares originating or terminating at the Gulfport-Biloxi International Airport shall not exceed the maximum rate for the locations specified on the Airport Rate Map as established by the Gulfport-Biloxi Regional Airport Authority (Exhibit B). All vehicles must post the Airport Rate Map in the vehicle in a location visible to passengers.

Sec. 17. Existing Certificates of Registration & Driver Permits

All certificates of registration and driver permits in effect on the date of the adoption of these Amended Rules and Regulations of the MVFHA shall continue to be valid until the dates of renewal required under these Amended Rules and Regulations.

ARTICLE II. ARTICLE II. DRIVER REGULATIONS

- Sec. 1. Driver's Permit Required**
- Sec. 2. Application for Driver's Permit**
- Sec. 3. Temporary Permit**
- Sec. 4. Display of Permit and Badge**
- Sec. 5. Transfer of Driver's Permit or Badge**
- Sec. 6. Suspension or Revocation of Driver's Permit; Reporting Requirements**
- Sec. 7. Random Drug Testing**
- Sec. 8. Accessible Vehicle Endorsement**
- Sec. 9. Driver Complaints and Dispute Resolution**

Sec. 1. Driver's Permit Required.

- A.** No person shall drive or operate on behalf of vehicle for hire company for the transportation of passengers within the participating municipalities, or on a TNC's digital platform, or to cause or permit any other person to drive or operate a vehicle for hire without first obtaining a driver's permit for the operation of a motor vehicle for hire from the Administrator or designee; or without having been certified to operate a motor vehicle for hire on behalf of a company or on the company's digital platform.
- B.** However, the requirement of obtaining driver's permits may be waived provided that:
 - (1.)** The Company, with which a driver is affiliated certifies to the Authority that each driver meets the requirements of Article II, Section 2, below and indemnifies and holds harmless, the participating municipalities of the Motor Vehicle For Hire Authority, the Motor Vehicle for Hire Authority, their respective officials, council members, their employees and Board members from any and all liability or damage (including attorney fees) arising from or resulting from damage or harm caused by
 - (i.)** A driver of a vehicle for hire driving under the influence of alcohol or under the influence of drugs or other illegal substances; or
 - (ii.)** The failure of a driver of a vehicle for hire affiliated with or operating by and through the authority of the Company to comply with the requirements of these rules and regulations
 - (iii.)** The inaccuracy, untruth, incompleteness, misrepresentation or breach of any representation made pursuant to these Rules and Regulations;

AND

- (2.) The Company with which a driver is affiliated posts with the Authority a Surety Bond, in favor of the participating municipalities of the Motor Vehicle for Hire Authority, the Motor Vehicle for Hire Authority, their respective officials, council members, and Board members, which secures the prompt payment of the indemnity provided above. Said bond shall be in the amount of Three Hundred Thousand Dollars (\$300,000.00) per vehicle the Company allows to operate by and through the authority of the Company as a vehicle for hire in the participating municipalities of the authority. Said bond must be valid and irrevocable for the period for which the Company possesses a Certificate of Registration.
- (3.) In the event that the bond referenced in paragraph B. (2.), above, is not renewed at the time a Company seeks to renew its Certificate of Registration, any drivers which the Company seeks to allow to operate as drivers of vehicles for hire, under its authority must be registered and certificated as provided herein.

Sec. 2. Application for Driver's Permit

In order to secure a driver's permit, an applicant must provide the following information on a form (application) provided by the Authority. The applicant must:

- A. Be a minimum of 18 years of age.
- B. Possess and maintain a current driver's license issued by the State of Mississippi. The license class must be applicable to the vehicle for hire being driven.
- C. Be a citizen of the United States or an alien admitted for permanent residence who has otherwise been granted employment authorization by the United States Immigration and Naturalization Service.
- D. For a period of three (3) years prior to the date of application not have been convicted of:
 - (1.) Driving under the influence of intoxicating beverages or drugs; or
 - (2.) Violation of any ordinance or law, other than minor traffic offenses, in connection with the operation of a motor vehicle.
- E. For a period of three (3) years prior to the date of application not have more than three (3) moving violations;
- F. Not have been convicted within the seven (7) years previous to the date of application for the violation of any of the following criminal offenses of the state or any other state or of the United States: aggravated battery, burglary, aggravated assault, kidnapping, robbery, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation

to commit any of the above, criminal attempt to commit any of the offenses listed in this paragraph F, or been convicted within the last seven (7) years of any felony in the commission of which a motor vehicle was used, perjury or false swearing in making any statement under oath in connection with application for a driver's permit, any felony involving theft, or possession, sale, distribution, and/or manufacturing of a dangerous or controlled substance.

- G.** Applicants who have been convicted or served any time, probation, or parole for a criminal offense of homicide, rape, sexual battery, child molestation, criminal solicitation to commit, or criminal attempt to commit any of these offenses must have their complete criminal history reviewed and approved by the MVFHA Board.
- H. Application.** An applicant may apply for a driver permit by completing a form provided by the administrator, or designee, establishing the applicant meeting the requirements of this Article.
- I. Investigation.** The Authority shall make inquiry into the background and history of the applicant, which shall include, but not be limited to, a criminal background investigation, drug testing and a driving record investigation. If found satisfactory, the applicant may receive a Authority issued identification badge/card, which shall have a number and the name of the Authority thereon, as well as a permit to drive a vehicle for hire within the participating municipalities. The number shown on the badge/card and the permit/Certificate shall be the same.

The applicant may choose to apply for a background investigation, drug screen, and motor vehicle report through the Authority according to the fee structure adopted by the Authority to cover the costs of such investigation. The applicant may also choose to submit a certified copy of a background investigation from a third party source that is approved by the Authority and nationally accredited, obtain a motor vehicle report from the Mississippi Department of Public Safety (no more than ten (10) days old), and submit the results of a five (5) panel drug screen through an approved vendor in Gulfport, Biloxi, or D'Iberville, MS. The results of the drug screen must be sent directly from the vendor and be received within twenty-four hours of application.

- J. Issuance of Permit.** Upon approval by the Administrator, or designee, or certification by the for-hire company in a certificate acceptable to the Authority, the driver shall be issued:

 - (1.) A driver permit badge from the administrator, or designee; or
 - (2.) A digital credential, accessible through the company's digital platform, from the for hire company, indicating that the driver was certified by the company. The credential shall include the following information:

- (i.) The name and/or logo of the company;
 - (ii.) The name of the driver; and
 - (iii.) The license plate number associated with the vehicle that the driver has been authorized to use.
- K. **Permit Duration.** Driver Permits shall be valid for a period of one (1) year from the date of-issuance, unless revoked or suspended pursuant to these Rules.
- L. **Permit Fees.** All applicants must pay a nonrefundable annual driver application fee of Ten Dollars (\$10). However, any company may elect to pay a flat fee of Two Thousand Dollars (\$2,000) annually, which shall serve as a fee in lieu of the driver application fee collected for all driver applicants applying to operate a vehicle for hire on behalf of, or in connection with, the company for that year.
- M. **Driver Permit Application Instructions and Forms.** Driver Permit application instructions and forms shall be prescribed by the Authority and shall include any and all necessary release forms needed to investigate the applicant.

Sec. 3. Temporary Permits.

Temporary permits will not be issued. However, in the event that the Authority Administrator is out of the office for five or more consecutive days, the Authority Chairman or his or her designee shall have the authority to issue a thirty (30) day permit. The Authority Chairman is vested with absolute discretion in exercising this authority; however, in no case may a permit be issued upon evidence of an applicant's inability to qualify as otherwise set forth herein.

Sec. 4. Display of Permit Badge and Certificate.

The driver shall display the permit or credential in a manner that is visible to the passengers of the vehicle while the vehicle is operating, or make available at a minimum the driver's name, photograph, make, model, and license plate number to the passenger through the company's digital platform. The driver shall present the permit or credential upon request to a law enforcement officer, the Administrator or designee, or Gulfport-Biloxi International Airport Authority personnel upon request. If the driver maintains a digital credential, upon a traffic stop, the driver shall provide law enforcement with access to a device containing the information required to be maintained as part of the driver's digital credential and an electronic record sufficient to establish that the trip in question was prearranged through a digital platform.

Sec. 5. Transfer of Driver's Permit or Badge.

No Transfer among Individuals. It shall be unlawful for any driver who secures a driver's permit and badge/card to transfer such permit and badge/card to any other driver, or for any person to use the permit or badge/card of another person while driving or operating a vehicle for hire.

Sec. 6. Suspension or Revocation of Driver's permit; Reporting Requirements.

- A. Grounds.** The Authority may prohibit an individual from operating or continuing to operate a vehicle for hire; and it may revoke or suspend a driver's permit and demand the return of the permit and certificate, upon proof that such driver or holder of such permit, was guilty of or commits any of the following while operating or providing services in connection with a motor vehicle for hire governed by these Rules and Regulations:
- (1.) The failure of the driver to maintain any and all of the general qualifications applicable to the initial issuance of a permit or credential as defined in this article;
 - (2.) Obtaining a permit or credential by providing false information;
 - (3.) Refusing or failing to submit to a drug screening at the request of the administrator, or designee, shall be due cause for revocation with no reapplication for a period of one (1) year.
 - (4.) Criminal homicide, rape, sexual battery, aggravated battery, burglary, aggravated assault, kidnapping, robbery, child molestation, lewd and lascivious acts, armed trespassing, carrying a concealed firearm, criminal solicitation to commit any of the above, criminal attempt to commit any of the above, or possession, sale, and/or distribution of an illegal or controlled substance.
 - (5.) Charging a fare contrary to those fares established and approved by these rules and regulations;
 - (6.) Whenever it shall appear that the driver has disorders characterized by lapses of consciousness or other mental or physical disabilities affecting his or her ability to drive safely;
 - (7.) Being intoxicated or under the influence of liquor, or suffering impaired driving ability due to the use of prescription or nonprescription drugs;
 - (8.) Disturbing the peace;
 - (9.) Carrying or possessing illegal drugs or any weapons in violation of the law;
 - (10.) Knowingly driving a vehicle that has safety defects;
 - (11.) Committing three moving violations within one year;
 - (12.) Driving any such vehicle for hire which has not been registered or for which insurance is not carried as required by this article;
 - (13.) Failing to have a current and valid commercial driver's license;
 - (14.) Failing to comply with all Airport, city, county, state and federal laws

or regulations or any provision of this article;

- (15.) Allowing a driver, without a permit issued by this Authority, to operate a Motor Vehicle for Hire other than drivers who are transporting or testing Motor Vehicle for Hire for service or maintenance purposes;
- (16.) Knowingly engaging in acts to deceive the public; or
- (17.) Conviction of any crime.

B. Reporting Requirements.

- (1.) Any driver who receives a ticket for any moving violation, or is arrested and charged with a crime, or is convicted of a crime, must report such occurrence to the Authority immediately after the arrest and conviction. Failure to do so may result in the suspension or revocation of that person's driver permit.
- (2.) Companies holding Certificates of Registration issued by the Authority must report the following:
 - (i.) Issuance of a ticket to an affiliated driver for any violation;
 - (ii.) The arrest or charging of a crime of an affiliated driver;
 - (iii.) The conviction of a crime by an affiliated driver;
 - (iv.) An accident involving a motor vehicle for hire owned or controlled by a company; and
 - (v.) The termination of affiliation of a driver from the Company.
- (3.) Companies must report the occurrences described in Sec. 6 B (2.), above, immediately after having obtained knowledge of the circumstance. Failure to do so may result in the suspension or revocation of the Company's Certificate of Registration.

C. Suspension or Revocation.

- (1.) Upon receipt of evidence of any violation of this article by a driver's permit holder, the Authority Administrator shall notify such permit holder that the revocation or suspension of his/her permit is under consideration and shall request the holder to submit documentary evidence or written statements relevant to the issue. The presentation of such evidence and consideration of suspension shall be done pursuant to the Complaint Resolution Procedure outlined in Exhibit C.
- (2.) Upon a drug-related arrest of a driver holding a driver's permit issued by the Authority, the driver's permit of the individual arrested shall be automatically suspended without Authority action. If such a driver voluntarily submits to a drug test to be arranged by the

Authority Administrator, and paid for by the permit holder, and the drug test reveals that the holder tests negative for illegal substances, the suspension may be lifted pending legal adjudication of the charges. The arrested Permit Holder will, like all other Permit Holders, be subject to random drug tests pending legal adjudication of the charges. Upon legal adjudication of the charges, further suspension or revocation of the permit will be considered by the Authority at its next scheduled meeting.

Sec. 7. Random Drug Testing

The Authority Administrator is authorized to require and arrange random drug tests of Driver's Permit Holders and/or drug tests of any driver upon reasonable cause for such tests.

Sec. 8. Accessible Vehicle Endorsement

Driver Permit holders must submit evidence of formal training in regard to accessible vehicle operation and passenger assistance. Training must include a review of all legal requirements that apply to the transportation of persons with disabilities, passenger assistance and safety procedures, securing wheelchairs and other mobility devices, and sensitivity awareness.

Sec. 9. Driver Complaints and Dispute Resolution

All complaints, grievances, and disputes by or against drivers shall be resolved according to the provisions of Exhibit C and applicable state law.

ARTICLE III. TAXICABS

- Sec. 1. Insignia on Vehicles; Identification of Vehicles; Posting of Rates of Fare**
- Sec. 2. Taximeter**
- Sec. 3. Rates of Fare Established**
- Sec. 4. Solicitation, Acceptance and Discharge of Passengers; Prohibited Acts by Driver**
- Sec. 5. Service Requirements for People with Disabilities (ADA)**
- Sec. 6. Methods of Payment**
- Sec. 7. Receipts.**

Sec. 1. Insignia & Identification of Vehicles; Posting of Rates of Fare.

- A.** Each taxicab shall bear on the outside of each front, or each rear door, in permanently affixed letters not less than four (4) inches in height, the name and telephone number of the Company under which the Certificate of Registration for that vehicle for hire is (or is to be) issued, and in addition, may bear an identifying design approved by the Authority.
- B.** No taxicab covered by the terms of this article shall be licensed whose color scheme, identifying design, monogram, or insignia to be used thereon shall, in the opinion of the Authority, conflict with or imitate any color scheme, identifying design, monogram or insignia used on a taxicab or other vehicle for hire already operating under the rules and regulations of the Authority, in such a manner as to be misleading or tend to deceive or defraud the public. If, after a license has been issued for a taxicab under this article, the color scheme, identifying design, monogram, or insignia thereof is changed, in the opinion of the Authority, to be in conflict with or to imitate any color scheme, identifying design, monogram or insignia used by any other person, owner or driver, in such a manner as to be misleading or tend to deceive the public, the license or certificate covering such taxicab shall be suspended or revoked.
- C.** Each taxicab shall bear on the outside of the front, the back and both sides of the vehicle in an easily noticeable location, in permanently affixed or painted letters of three (3) inches in height, the number found on the Vehicle Certificate of Registration issued to each such vehicle, identified as such.
- D.** Each taxicab shall bear on the outside of each front or each rear door, in permanently affixed letters not less than one (1) inch in height, the rates of fare as prescribed by this article.
- E.** Each taxicab interior shall bear an Information Sign or Sticker provided by the Authority informing passengers the rates of fare and the telephone

All taxicabs operated under the authority of this article shall be equipped with taximeters in accurate operating condition, with a lighted face that can be easily read at all times by the passenger. Every taximeter must be inspected by a certified taximeter installer and certified at installation, at the time of any change in rates, and within one (1) year of the last inspection. A Certificate of Inspection must be issued by a qualified taximeter repair service upon each inspection. A copy of the Certificate of Inspection must remain in the taxicab at all times. The Authority Administrator may, upon inspection of the vehicle, require recalibration and certification of the meter by a certified taximeter installer. Additionally, every vehicle for which a Certificate of Registration is issued shall be subject to a random inspection of its taximeter. Such random inspections shall be conducted at the instance of and by the Authority Administrator.

Sec. 3. Metered Rates of Fare Established.

- A.** No owner or driver of a taxicab shall charge a sum for the use of a taxicab greater than the rates prescribed and outlined in EXHIBIT A – Rate Schedule and in EXHIBIT B – Gulfport-Biloxi International Airport Rate Map which shall apply to all trips from and to the Airport. However, any owner or driver of a taxicab may transport passengers at a prearranged flat rate or hourly rate mutually agreeable to all parties to the agreement, which must be in writing signed by all parties prior to the trip commencement and a copy of which must be provided in writing to all parties.
- B. Airport Fares.** Any fare or flat-rate set by the Airport shall supersede the rates set in place by this article so long as the trip originates or terminates at the Airport.
- C.** Requests for increases and decreases in metered rates shall be submitted in writing to the Authority. The Authority shall, within thirty (30) days after receipt of such request, call a meeting to consider the approval or denial of the request.
- D.** Every taxicab operated under this article shall clearly display the authorized and maximum rates of fare in such place as to be in view of all passengers. Drivers shall use the most direct/reasonable route to passenger'(s) destination unless passenger specifies a specific route. Under most circumstances, the most reasonable route will be the route that results in the lowest fare. Drivers are prohibited from long-hauling.

ARTICLE V. TRANSPORTATION NETWORK COMPANY VEHICLES

- Sec. 1. Applicability**
- Sec. 2. Liability Insurance**
- Sec. 3. TNC Vehicle Specifications**
- Sec. 4. Prohibited Acts**
- Sec. 5. Accessibility**
- Sec. 6. Rates of Fare**
- Sec. 7. Passenger Receipts**

Sec. 1. Applicability & Construction.

Except as provided under provisions of this Article, TNCs, TNC drivers, and TNC Vehicles shall comply with all rules and regulations set forth in Articles I, II, and Section 4 of Article III of these Rules and Regulations and in Exhibit "C" MVFHA Complaint and Hearing Resolution Procedures.

Sec. 2. Liability Insurance.

A TNC and TNC driver shall comply with the following insurance requirements:

- A.** While a TNC driver is providing TNC services, the TNC driver, the TNC, or some combination thereof, shall maintain a policy of insurance that provides primary automotive liability coverage of at least Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury and property damage involving a TNC driver's operation of a motor vehicle.
- B.** While a TNC driver is logged on to the TNC's internet-based software application or platform and available to receive a ride request but not providing TNC services, the TNC shall maintain a policy of insurance that provides automotive liability coverage in the amount of One Hundred Thousand Dollars (\$100,000) or more because of bodily injury to or death of each person, subject to said limits of Three Hundred Thousand Dollars (\$300,000) per occurrence, and in the amount of Fifty Thousand Dollars (\$50,000.00) or more because of injury to or destruction of property of others in any one (1) accident, and such policy shall provide coverage in the event the TNC driver's own automobile coverage does not provide at least the limits of coverage identified in this paragraph B or excludes coverage by its own terms.
- C.** A TNC shall maintain a general liability policy of at least One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) in the aggregate.
- D.** Insurance required by this Sec. 2 must either be placed with an insurer licensed under Mississippi Code Section 83-17-2, or with a surplus lines insurer authorized under the provisions of Mississippi Code of 1972, Section 83-21-19, *et. seq.*
- E.** In addition to the above, TNC drivers must provide digital or physical proof

of personal automobile insurance that satisfies the financial responsibility requirement for motor vehicles under Mississippi Code of 1972, Section 63-15-1 *et. seq.*

- F. If a motor vehicle providing TNC services is involved in an accident, the TNC driver shall provide proof of insurance information to the other parties involved in the accident regarding liability insurance coverage for the TNC driver's motor vehicle at the time of the accident. The TNC driver shall notify the TNC of the accident as soon as practicable. The driver and/or the TNC shall notify the Authority immediately after such accident.
- G. Failure to maintain all required insurance at any time for any reason shall automatically render a TNC Certificate of Registration suspended.
- H. Any terms or conditions in the agreement between the TNC certificate holder and TNC driver, or between the TNC certificate holder and any passenger, that would act as a waiver of the TNC certificate holder's liability to the passenger or the public, are declared contrary to public policy of the participating municipalities and therefore null, void, and unenforceable. The Motor Vehicle For-Hire Authority and all participating municipalities shall be covered as additional insureds on all insurance policies provided hereunder.

Sec. 3. TNC Vehicle Specifications

- A. **TNC Vehicle Permit Required.** Prior to the operation of a TNC Vehicle, the TNC and the registered owner of such vehicle must register the vehicle with the Authority or indemnify the Authority and post bond pursuant to Article I, Sec. 10, paragraph B.
- B. **Vehicle Identification.** All TNC vehicles shall be identified by consistent trade dress (i.e. distinctive signage or display on the vehicle) when providing TNC services that is sufficiently large and color contrasted as to be readable during daylight hours and be illuminated during night hours at a distance of at least fifty (50) feet. The trade dress shall be sufficient to allow a passenger, government official, or member of the public to associate a vehicle with a particular TNC. Acceptable forms of trade dress include, but are not limited to, symbols or signs on vehicle doors, roofs, or grills. Magnetic or removable trade dress is acceptable. TNCs shall file a photograph of their trade dress with the Authority. There shall also be an informational decal within the vehicle which is visible to the customer, or which is accessible via the app or emailed receipt to the passenger, with TNC's customer service telephone number and/or email address as well as the contact information for the Motor Vehicle For Hire Authority.

Sec. 4. TNC Prohibited Acts.

- A. TNC drivers and vehicles are prohibited from utilizing taxicab staging

areas and stands, accepting street hails, or openly soliciting for passengers. No TNC driver shall refuse to take any passenger who has requested service via Internet-based software application to a destination within ten (10) miles outside of the municipal limits, once the request has been accepted. TNC drivers are prohibited from smoking in their vehicles at any time—i.e., their vehicles must be smoke free vehicles, and TNC drivers may not smoke within fifty (50) feet of the exterior of their vehicle. In order to pick up or deliver any passenger to the Gulfport-Biloxi International Airport or to any private business, TNC drivers must adhere to the rules and standards of conduct, decorum, dress and personal hygiene that may be established by the Airport or any such private business and specifically pertaining to Motor Vehicles for Hire.

- B. All TNC vehicles must post the Gulfport-Biloxi International Airport Rate Map in the vehicle in a location visible to passengers or post the same information in the TNC's internet-based software application or platform in a manner reasonably likely to be viewed by the passenger prior to committing to the trip.

Sec. 5. Accessibility.

- A. TNC drivers shall comply with all applicable laws relating to accommodation of service animals.
- B. A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.
- C. A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a TNC cannot arrange wheelchair-accessible TNC service in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if one is available.

Sec. 6. Rates of Fare.

- A. TNCs may charge rates based upon a calculation of time and distance. Passengers shall be provided the method by which the rates will be calculated and the estimated total fare prior to pick-up based upon information provided when requesting service.
- B. TNC fares are to be standard with the taxicab rates of fare (Exhibit A) or accepted in advance of services.
- C. Fares originating or terminating at the Gulfport-Biloxi International Airport shall not exceed the maximum rate of a taxicab for the locations specified on the Airport Rate Map as established by the Gulfport-Biloxi Regional Airport Authority (Exhibit B).

Sec. 7. Passenger Receipts.

- A. Upon completion of a trip, a TNC shall provide customers with a receipt,

written or electronic (if the passenger voluntarily accepts an electronic receipt) that lists the:

- (1.) TNC driver first name;
- (2.) TNC vehicle description and license plate number;
- (3.) Trip ID;
- (4.) Date of trip;
- (5.) Distance of trip, including the point of origin and ultimate destination;
- (6.) Time of trip;
- (7.) Fare charges;
- (8.) Extra charges;
- (9.) Total charges;
- (10.) TNC name and contact information; and
- (11.) Words: "Motor Vehicle For-Hire Authority. For compliments or concerns, please call 228-222-3274."

**EXHIBIT A:
RATE SCHEDULE
Motor Vehicle For-Hire Authority
Fare Rate Schedule for Motor Vehicles For Hire**

Taxi Cab Rates

Cab Operator Drop Fee (First 1/9 mile)	\$3.00
Each additional 1/9 mile or fraction thereof	\$0.25
Per hour waiting fee	\$30.00/hr.
Gulfport/Biloxi International Airport (if applicable)	\$3.00 Drop Fee

Limousine Rates

Current Schedule of Rates Filed With the Authority

Shuttle Rates

Current Schedule of Rates Filed With the Authority

Non-Emergency Medical Rates

Current Schedule of Rates Filed With the Authority

Animal Drawn Carriage Rates

Current Schedule of Rates Filed With the Authority

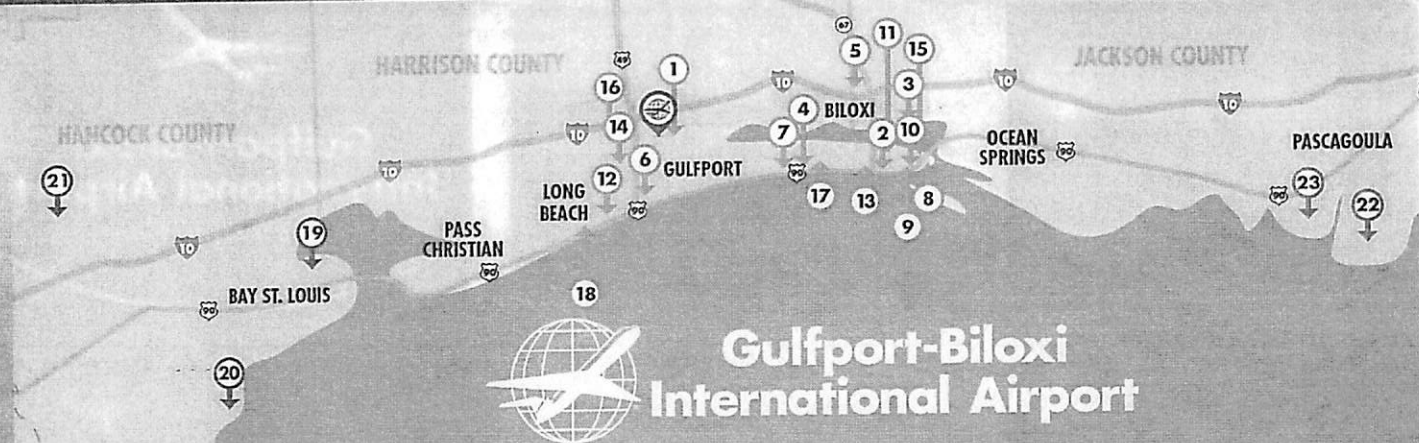
Pedicab Rates

Current Schedule of Rates Filed With the Authority

NOTE: The rates stated on the following EXHIBIT B, GULFPORT-BILOXI INTERNATIONAL AIRPORT RATE MAP, shall apply to all trips from and to the Gulfport – Biloxi International Airport.

EXHIBIT B:
GULFPORT-BILOXI INTERNATIONAL AIRPORT RATE MAP
(THE RATE MAP IS ON THE NEXT PAGE.)

MISSISSIPPI GULF COAST



Gulfport-Biloxi International Airport

GROUND TRANSPORTATION DESTINATION RATE MAP

For listed destinations on this map, the meter is not utilized, and the fare is the amount shown. For destinations not listed on this map, the taxicab meter is utilized. Rates to specific destinations are valid for 1/4 mile radius around the location. Additional charges will apply for requested stops along route.



Destination Rates

1. Airport Hotels (Hilton Garden Inn & Marriott)	\$10	8. Golden Nugget	\$43	16. Premium Outlets	\$14
2. Beau Rivage	\$39	9. Hard Rock	\$39	17. Treasure Bay	\$30
3. Boomtown	\$42	10. Harrah's	\$42	18. USM Long Beach	\$27
4. Coast Coliseum	\$27	11. IP Casino	\$41	19. Hollywood	\$55
5. D'Iberville Promenade	\$43	12. Island View	\$20	20. Silver Slipper	\$75
6. Downtown Gulfport	\$19	13. Keesler Air Force Base	\$36	21. Stennis	\$80
7. Edgewater Mall	\$25	14. Naval Battalion	\$26	22. Chevron	\$100
		15. Palace Casino	\$44	23. Ingalls	\$90

Please get a receipt from your driver. To make a compliment or complaint about ground transportation, please contact Gulfport-Biloxi International Airport at 228-863-5951 during normal business hours or e-mail gp@llygpt.com

Date: _____

Taxi Company: _____

Taxi Cab #: _____

Driver: _____

Destination: _____

Destination Fare: _____

Starter Initials: _____

EXHIBIT C: MVFHA COMPLAINT AND HEARING RESOLUTION PROCEDURE

1. Any complaints and/or grievances any person may have regarding (i) the Motor Vehicle For Hire Authority (MVFHA) Rules and Regulations, policies or procedures; (ii) the conduct of Certificate of Registration holders or Driver's permit holders, (iii) the conduct of TNCs, TNC drivers, or TNC vehicles; or (iv) any other matters affecting public health, safety or welfare and arising out of the MVFHA Rules and Regulations, policies or procedures may be formally submitted to the MVFHA in writing by completing and submitting a formal complaint with a Ten Dollar (\$10.00) cash filing fee. The formal complaint must include, but is not limited to, the following:

- a. The name, company, address, and telephone number of the person or company filing the complaint;
- b. The date, time and place and a description of the alleged incident which generated the complaint;
- c. The person(s) involved in the incident which generated the complaint;
- d. A description of how the incident came about; and
- e. The identification of any witnesses to the alleged incident including name, address, and telephone number, if known.

2. All complaints must be submitted within thirty (30) calendar days of the incident that generated the complaint, failing which the MVFHA may deny the complaint as untimely or may extend the time for notice of the specific complaint and consider the complaint.

3. Upon receipt of the formal complaint by the MVFHA, the complaint and/or grievance will be reviewed by the Administrator. Upon review and investigation, the Administrator will determine whether the subject of the formal complaint warrants consideration at a hearing. If the subject of a formal complaint form is found to have no merit and does not warrant a hearing, then the person(s) who submitted the form shall be sent a response stating that the investigation of the Administrator has been completed and the Administrator found the subject matter of complaint does not warrant a hearing or further action by the MVFHA. If the Administrator finds the subject of the formal complaint warrants consideration at a hearing, the Administrator will determine whether the subject of the formal complaint form should be addressed individually or in common with others similarly situated.

4. Upon determination that the formal complaint form should be addressed on an individual basis, the incident that is the subject of the complaint form will be addressed with all the concerned parties present at a proceeding held by the Administrator of the Motor Vehicle For Hire Authority. Said proceeding shall be scheduled within a reasonable time by the Administrator at a time, date, and location selected by the Administrator. The Administrator shall notify all concerned parties orally or in writing at least ten (10) calendar day in advance of the day of the proceeding, but

the proceeding may occur sooner if all concerned parties waive the ten (10) day notice requirement.

At this proceeding, the Administrator and all concerned parties shall discuss the complaint and determine whether a mutually satisfactory disposition may be reached. If there is a mutually satisfactory disposition reached, the parties concerned and the Administrator shall execute a written documentation of the disposition. The procedure of the proceeding shall address the following areas:

- a. The Administrator shall first present an oral or written summary of the subject matter surrounding the complain and/or grievance and shall include in the summary any suggestions by the Administrator or other concerned parties for resolving the complaint and/or grievance;
- b. The Administrator shall then present the MVFHA's response to the complaint and/or grievance. The Administrator may question all witnesses who testify in support of any complaint/grievance or in opposition to any complaint/grievance complained of in the complaint form;
- c. The person(s) who submitted the complaint/grievance shall then present his or her case. The person(s) who submitted the complaint form may question all witnesses who testify in support of, or in opposition to, any complaint/grievance complained of in the complaint form;
- d. Before the Administrator adjourns the proceeding, the Administrator shall announce the Administrator's decision regarding disposition of the complaint/grievance.
- e. If either the party who filed the complaint/grievance or the party the complaint/grievance was filed against feels aggrieved by the action taken by the Administrator during this proceeding, he/she may appeal this action to the MVFHA Board of Representatives by requesting an administrative hearing by an independent hearing officer as provided in Section 5 herein below.

5. Upon determination by the Administrator that the formal complaint should be addressed in common with others similarly situated, the subject of the formal complaint will be addressed with all concerned parties who accept an invitation from the Administrator to be present, at a forum held by the Administrator of the Motor Vehicle For Hire Authority. Said forum shall be scheduled by the Administrator at a time, place, and date selected by the Administrator. The Administrator shall notify all concerned parties orally or in writing at least ten (10) calendar day in advance of the forum.

At this forum, the Administrator and all concerned parties in attendance shall discuss the subject of the formal complaint form and determine whether a mutually satisfactory disposition may be reached. If there is a mutually satisfactory disposition

reached, all parties concerned and the Administrator shall execute a written documentation of the disposition.

6. Any individual who exhausts the above remedies or participates in the above remedies and is materially affected by the disposition of the complaint and/or grievance under the above procedures (including, without limitation, (i) individuals that received from the Administrator notice that the subject matter of the complaint and/or grievance did not warrant consideration or notice that the complaint and/or grievance was not filed timely; (ii) individuals that were involved in a proceeding before the Administrator that was not deemed necessary to be addressed with others similarly situated; and (iii) individuals that were involved in a forum called by the Administrator to address the complaint/grievance with others similarly situated) and is unsatisfied with the disposition may request an administrative hearing before an independent hearing officer by submitting such request in writing to the Motor Vehicle For Hire Authority within five (5) working days of the date of the proceeding with the Administrator together with a hearing filing fee of One Hundred Dollars (\$100). Upon receiving a valid and timely appeal form and hearing-filing fee, the MVFHA will immediately assign the case to an independent hearing officer selected by the MVFHA to conduct an administrative hearing de novo regarding the individual's complaint and/or grievance.

7. The procedure for this Administrative Hearing by an independent hearing officer (the "Hearing Officer") is as follows:

- a. The Hearing Officer will deliver or cause to be delivered written notice of the hearing to the Appellant(s), the Administrator and all other parties participating in the previous procedures for the specific complaint/grievance at least five (5) calendar days in advance of the day of the hearing.
- b. The delivery of written notice may be in person to the Appellant and other participating parties, his or her designee, employee, agent or representative; or by Certified United States Mail to the respective business or residence address of the Appellant and other participating parties. If in person, delivery shall be effective the instant it is delivered. If by Certified United States Mail, delivery shall be effective on the date of the postmark.
- c. The written notice shall include, but not be limited to, the following:
 - i. The name of the Appellant.
 - ii. The date, time, and place of the hearing.
 - iii. A description of the complaint and/or grievance as stated by the Appellant in his/her original complaint submitted to the MVFHA in compliance with this section.
 - iv. A brief explanation of the position of the Administrator, including any evidence, which may be presented at the hearing.

- v. Proposed solution of the Administrator as presented in the proceeding with the Administrator.
- vi. An invitation for the Appellant, the Administrator and all participating concerned parties to appear at the hearing:
 - 1. To rebut the proposed solution submitted by the Administrator;
 - 2. To present the Appellant's side of the story and/or proposed solution;
 - 3. To introduce documentary testimony and other evidence;
 - 4. To call, introduce and examine witnesses;
 - 5. For all other participating parties, the opportunity to rebut the proposed solution submitted by the Administrator, to rebut the solution proposed by the Appellant or any other participating party; and/or
 - 6. To furnish a written response to the Administrator's proposed solution and/or the Appellant's proposed solution and/or any solution proposed by any participating party.
- d. The Motor Vehicle For Hire Authority Board of Representatives shall select a Hearing Officer, who shall control the conduct and decorum at the hearing. The Hearing Officer shall make a written record of the hearing and all evidence presented therein and may also make a video or audiotape of the hearing. The Board Representatives may or may not attend the hearing, at their sole discretion. The Hearing Officer shall present to the MVFHA Board of Representatives the record of the hearing that shall also include the Hearing Officer's recommendation to the MVFHA for disposition of the complaint/grievance. The Hearing Officer shall present the record and recommendation to the MVFHA Board of Representatives within thirty (30) days after the hearing, unless the MVFHA Board of Representatives for good cause extends the time for the Hearing Officer to complete and deliver the record and recommendation.
- e. Hearings shall be conducted (a) in the administrative office of the MVFHA (or available conference room), of the Gulfport- Biloxi International Airport Passenger Terminal Building, 14035 Airport Road, Gulfport, Mississippi; or (b) any other location in one of the participating cities of the MVFHA, in the discretion of the Hearing Officer.

- f. The procedure at the hearing shall be as follows:
 - i. The complaint or grievance shall be presented first.
 - ii. The Appellant shall then present his/her/or its case.
 - iii. The Administrator shall then present his or her case.
 - iv. Each other participating concerned party shall then present his/her/or its case.
 - v. The Hearing Officer may question all witnesses who testify in support of the complaint and/or grievance or in opposition to the complaint and/or grievance.
 - vi. Although the Hearing Officer may be liberal in allowing matters to be presented in becoming part of the hearing record, only evidence relevant to the complaint and/or grievance shall be considered by the Hearing Officer and ultimately by the MVFHA Board of Representatives to determine what disposition, if any, should be made.
- g. The MVFHA Board of Representatives shall render a disposition of the complaint and/or grievance no later than the next regular meeting of the Board after receiving from the Hearing Officer the record of the hearing and the Hearing Officer's recommendation. The MVFHA Board of Representatives shall render a decision based solely on the record and the Hearing Officer's recommendation, and no additional evidence will be considered. The meeting of the MVFHA Board of Representatives shall not be a *de novo* hearing, and no evidence may be offered to the MVFHA Board of Representatives or considered by the MVFHA Board of Representatives other than the record. In determining its final disposition of the case, the MVFHA Board of Representatives may accept, reject, modify or ignore the Hearing Officer's recommendation. The MVFHA Administrator shall furnish written notification to the Appellant of the Board of Representatives' decision within seven (7) calendar days after the MVFHA Board renders its decision, which shall be placed into the official minutes of the MVFHA Board of Representatives.
- h. Any action taken by the MVFHA Board of Representatives in an effort to resolve the complaint and/or grievance may, in the Board's discretion, take effect immediately following the regular or special meeting at which the decision is rendered.
- i. The above administrative proceedings shall be exhausted before any party aggrieved by the final decision of the MVFHA may appeal the action on the record to the City Council of the municipality (which must be a municipality participating in the MVFHA) where

the principal subject matter of the complaint/grievance (as determined by the Hearing Officer in his recommendations in the record of the hearing) is located, and shall constitute the sole and exclusive administrative remedy available to all individuals concerning any complaint or grievance whatsoever occurring on or in any manner involving the MVFHA and the complaint/grievance. If the complaint/grievance involves the refusal to grant an operator's license or permit to an applicant who made the complaint/grievance, then the Hearing Officer shall designate that the appeal must be taken to the City Council of the municipality in which the applicant resides or where the applicant's employer is located. Appeals to the appropriate City Council shall be perfected by the appellant filing a written Notice of Appeal with the Clerk of the Council of the appropriate participating municipality within ten (10) business days of the decision of the MVFHA Board of Representatives. The receiving Clerk of Council shall then notify the MVFHA of the appeal, and the MVFHA shall provide to the Clerk of the Council a true and correct copy of the Hearing Officer's recommendation and record of the hearing and a copy of excerpts of the minutes of the MVFHA Board of Representatives wherein the final, appealable decision was made.

8. The above administrative proceedings shall be exhausted first before any party may appeal the action on the record to the appropriate City Council of a participating municipality of the Authority, and shall constitute the sole and exclusive administrative remedy available to all individuals concerning any grievance whatsoever occurring on or in any manner involving the MVFHA and the complainant.

9. The appeal to the City Council shall be considered by the City Council solely on the record of the hearing, the recommendation of the Hearing Officer and the final decision of the MVFHA Board of Representatives as stated in the record submitted with the Notice of Appeal. The City Council shall not hold a hearing de novo and shall not consider any evidence other than in the record submitted with the Notice of Appeal. The City Council may affirm, deny or modify the final decision of the MVFHA Board of Representatives, and the City Council shall adopt a resolution stating its decision on the appeal at any regular or special meeting of the City Council but no later than the next regular monthly meeting of the City Council that occurs at least ten (10) business days after the date the City Council receives the Notice of Appeal.

10. In the event that any individual refuses to comply with the action of the MVFHA Administrator, if a hearing was not held, or of the final action taken by the MVFHA Board of Representatives, and fails to appeal the action to the applicable City Council, the MVFHA may enforce its action of the MVFHA Board of Representatives in any court of appropriate jurisdiction.

11. Final decisions of a City Council may be appealed by Bill of Exceptions to the Circuit or County Court of the First or Second Judicial District of Harrison County, Mississippi, as provided by state law.

12. Agreements between taxicab companies and drivers, limo companies and drivers, or TNC companies and drivers shall not pre-empt these Rules and Regulations of the MVFHA, which shall take precedence over the provisions of such driver agreements.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 02/09/2016

Subject: Resolution - approving extension of certain vendor Agreements in connection with the Dedeaux Road Widening Project and authorizing the Mayor to execute the same.

Recommendation:

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE EXTENSION OF CERTAIN VENDOR AGREEMENTS IN CONNECTION WITH THE DEDEAUX ROAD WIDENING PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY DOCUMENTS AS MAY BE REQUIRED TO EFFECTUATE THE EXTENSION, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, in 2012, entered into Service Agreements with certain vendors, in connection with the Dedeaux Road Widening Project, for title work and appraisal services (see agreements attached hereto as Exhibit “A” (Lollis), Exhibit “B” (Ladner), and Exhibit “C” (Singletary)); and

WHEREAS, the aforementioned agreements expired on December 31, 2015; and

WHEREAS, one parcel remains to be acquired for the Dedeaux Road Widening Project and special circumstances associated with that parcel may require updated title work and appraisals; and

WHEREAS, in order to obtain the updated title work and appraisals, should the same ultimately be required, in the most expeditious way possible, the Legal Department requests that the three vendor agreements attached hereto for title work and appraisal services each be extended thru April 30, 2016.

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 three vendor agreements attached hereto as Exhibits “A”, “B”, and “C” be and the same are hereby extended thru April 30, 2016, and that, should it be necessary to formalize the extension of the agreements in writing, the Legal Department is hereby authorized to prepare such document and the Mayor is hereby authorized to execute the same, with the said

written extensions, if required, being spread across the minutes of the council after execution by the Mayor and the Vendor.

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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND LADNER APPRAISAL GROUP INC., FOR THE PROVISION OF CERTAIN
APPRAISAL SERVICES RELATED TO THE DEDEAUX ROAD WIDENING PROJECT**

THIS AGREEMENT is dated as of the 30th day of Nov in the year 2012, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Ladner Appraisal Group, Inc., (hereinafter called THE COMPANY) concerning the provision of certain appraisal services related to the Dedeaux Road Widening Project, as more fully defined below, on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** Company shall conduct, prepare, draft, generate, provide, and deliver an original appraisal of real property and improvements, if any, as requested and required by the City with respect to the Dedeaux Road Widening Project in the form and manner required by City in association with the Project. The work shall be completed in a timely manner, and any reasonable and specific requests by the City with regard to a completion date shall be met by the Company.
2. **CONSIDERATION.** As consideration for satisfactory performance under this agreement and in addition to other forms of consideration set forth herein, City agrees to pay and Company agrees to accept the total sum of \$1,200 per appraisal satisfactorily completed and delivered to the City. The aforementioned fee shall be paid by the City to the Company within 45 days of delivery of the appraisal.
3. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between City and Company, consist of this Agreement and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
4. **TERM.** Unless terminated as provided for herein, the term of this Agreement shall be from date of execution through December 31, 2015.
5. **TERMINATION.** Should the City determine that it is not in its best interest to continue the Agreement, that party may terminate this Agreement by giving written thirty (30) day notice to the other party of such termination and specifying the effective date thereof. After notice is given as provided herein, this Agreement will become void. It is acknowledged by the parties hereto that, upon the election and assumption of duties by a new governing authority in July of 2013, this Agreement shall become voidable by the governing authority as allowed by law. Should the City elect to terminate this Agreement, the Company shall be paid for all work accomplished as of the date of termination.
6. **ASSIGNABILITY AND SUBCONTRACTING.** Company shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the City thereto.
7. **DISCRIMINATION.** Company understands that City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Company agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
8. **INDEMNITY.** Company and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation,

attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Company and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in in any way to the work which is the subject of this Agreement.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Company relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
10. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.
11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The Company further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. The Company further agrees that it will execute any and all documents required by the City relative to the funding source for the project. The Company further agrees that it will generate and provide to the City any and all documentation necessary for the work performed by Company under this agreement to comply with all all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local. Further, the Company agrees to maintain its files and documentation concerning this matter thru the "close out" of the project by the City.
12. INSURANCE. Company shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by Company and any claims that may arise against Company in connection with the services to be furnished pursuant to this contract. Company shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. Company shall name the City of Gulfport as an additional named insured on all Company's policies required hereunder. Company shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Company shall provide proof of coverage. Within thirty (30) days of annual expiration of Company's insurance policy(ies), Company shall provide City with proof of renewal or proof of coverage by a different carrier. Company shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
13. NOTICES. Official notice to the Company shall be to the mailing address identified below unless a change of address is provided to City in writing. Notice to City shall be to Mayor, City of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to City Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
14. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is signed by the Mayor and also signed by the Company. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Company.

* 15. The appraiser, at his own cost, will modify or furnish supplements if material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by the City. Any other appraisal updates, modifications, or supplements will be deemed a new assignment (parcel or report).

* 16. see following page

 mas

15. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Company and that he or she signed this agreement with full authority and on behalf of the Company.

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

This Agreement will be effective on Nov. 30, 2011¹² (latest of the dates below and the effective date of this Agreement).

CITY:

COMPANY:

CITY OF GULFPORT, MISSISSIPPI

LADNER APPRAISAL GROUP, INC.

BY: [Signature]

BY: [Signature]

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

945 Vision Oaks
Gulfport, MS 39507

DATE: _____

DATE: 11-30-12

* 16. The amount paid to the appraiser for each parcel (report) does not include trial preparation or testimony as an expert witness. The charge or amount to be paid to the appraiser for time required that is associated with required expert testimony is \$150 per hour.

[Signature]
MGS

TO BIDDING PROPOSAL
THIS PAGE MUST BE SUBMITTED IN A SEPARATE SEALED
ENVELOPE

B. Cost Proposal

The cost proposal **must be** submitted in a separate, sealed envelope with the responder's name and the title of the RFP clearly identified on the outside of the envelope.

Place: Office of Procurement, 1410 24th Avenue, Gulfport, Mississippi, 39501

Date: 9-30-12

Proposal of: Professional Services to provide Appraisal Services for the Dedeaux Road Project

(LADNER APPRAISAL GROUP, INC.), organized and existing under the laws of the
Company/Firm name

State of MS, doing business as Real Estate Appraiser

To: City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Gentlemen, in compliance with your invitation for proposals for:

PROFESSIONAL SERVICES for Real Estate Appraisal Services
FOR THE CITY OF GULFPORT, MISSISSIPPI

Having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in adequately and properly performing the work and services required under the contract documents, of which this proposal is a part.

\$ 1,200 per appraised parcel

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND SANDRA LOLLIS FOR THE PROVISION OF CERTAIN TITLE
SEARCH/LAND ABSTRACTING SERVICES RELATED TO THE DEDEAUX ROAD
WIDENING PROJECT**

THIS AGREEMENT is dated as of the 30th day of November in the year 2012, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Sandra Lollis (hereinafter called THE CONTRACTOR) concerning the provision of certain title search/land abstracting services related to the Dedeaux Road Widening Project, as more fully defined below, on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** CONTRACTOR shall properly and adequately perform certain title search/land abstracting services as requested and required by the CITY with respect to the Dedeaux Road Widening Project. The work shall be completed in a timely manner, and any reasonable and specific requests by the CITY with regard to a completion date shall be met by the CONTRACTOR. Copies of all documents and materials constituting title searches/land abstracting services for each parcel of property performed in association with this Project shall be delivered and provided to the City through its City Attorney's Office in a timely fashion upon completion of searches/services for each parcel of property.
2. **CONSIDERATION.** As consideration for satisfactory performance under this agreement and in addition to other forms of consideration set forth herein, CITY agrees to pay and CONTRACTOR agrees to accept payment for title search and land abstracting services as more fully set forth in Exhibit "A" hereto (bid submitted by CONTRACTOR). The aforementioned fee shall be paid by the CITY to the CONTRACTOR within 45 days of delivery of the appraisal.
3. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR, consist of this Agreement and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
4. **TERM.** Unless terminated as provided for herein, the term of this Agreement shall be from date of execution through December 31, 2015.
5. **TERMINATION.** Should the CITY determine that it is not in its best interest to continue the Agreement, that party may terminate this Agreement by giving written thirty (30) day notice to the other party of such termination and specifying the effective date thereof. After notice is given as provided herein, this Agreement will become void. It is acknowledged by the parties hereto that, upon the election and assumption of duties by a new governing authority in July of 2013, this Agreement shall become voidable by the governing authority as allowed by law. Should the CITY elect to terminate this Agreement, the CONTRACTOR shall be paid for all work accomplished as of the date of termination.
6. **ASSIGNABILITY AND SUBCONTRACTING.** CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the CITY thereto.
7. **DISCRIMINATION.** CONTRACTOR understands that CITY is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and CONTRACTOR agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.

8. INDEMNITY. CONTRACTOR and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the CITY and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to CONTRACTOR and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the CITY of Gulfport that may arise out of or relate in any way to the work which is the subject of this Agreement.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the CITY and CONTRACTOR relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
10. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.
11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The CONTRACTOR further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. The CONTRACTOR further agrees that it will promptly and properly execute and deliver to the CITY any and all documents required by the CITY relative to the funding source for the project. The CONTRACTOR further agrees that it will generate and provide to the CITY any and all documentation necessary for the work performed by CONTRACTOR under this agreement to comply with all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local. Further, the CONTRACTOR agrees to maintain its files and documentation concerning this matter thru the "close out" of the project by the CITY.
12. INSURANCE. CONTRACTOR shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by CONTRACTOR and any claims that may arise against CONTRACTOR in connection with the services to be furnished pursuant to this contract. CONTRACTOR shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. CONTRACTOR shall name the CITY of Gulfport as an additional named insured on all CONTRACTOR's policies required hereunder. CONTRACTOR shall inform and notify the CITY in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. CONTRACTOR shall provide proof of coverage. Within thirty (30) days of annual expiration of CONTRACTOR's insurance policy(ies), CONTRACTOR shall provide CITY with proof of renewal or proof of coverage by a different carrier. CONTRACTOR shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
13. NOTICES. Official notice to the CONTRACTOR shall be to the mailing address identified below unless a change of address is provided to CITY in writing. Notice to CITY shall be to Mayor, CITY of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to CITY Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand

delivery. The liaison for the CITY for this contract shall be the City Attorney (Post Office Box 1780, Gulfport, Mississippi 39502).

14. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is signed by the Mayor and also signed by the CONTRACTOR. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the CONTRACTOR.
15. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of CONTRACTOR and that he or she signed this agreement with full authority and on behalf of the CONTRACTOR.

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

This Agreement will be effective on Nov. 30th, 2012 (latest of the dates below and the effective date of this Agreement).

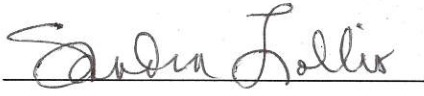
CITY:

CONTRACTOR:

CITY OF GULFPORT, MISSISSIPPI

SANDRA LOLLIS

BY: 

BY: 

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

P.O. Box 1334
Gulfport, MS 39502

DATE: 11/30/12

DATE: 11/30/12

COST PROPOSAL
THIS PAGE MUST BE SUBMITTED IN A SEPARATE, SEALED
ENVELOPE

B. Cost Proposal

The cost proposal must be submitted in a separate, sealed envelope with the responder's name and the title of the RFP clearly identified on the outside of the envelope.

Place: Office of Procurement, 1410 24th Avenue, Gulfport, Mississippi, 39501

Date: 11/1/12

Proposal of: Professional Services to provide Title Search/Abstract Services for the
Dedeaux Road Project

(Sandra Lallier), organized and existing under the laws of the
Company/Firm name

State of _____, doing business as _____.

To: **City of Gulfport**
1410 24th Avenue
Gulfport, MS 39501

Gentlemen, in compliance with your invitation for proposals for:

PROFESSIONAL SERVICES FOR TITLE SEARCH/ABSTRACT SERVICES

FOR THE CITY OF GULFPORT, MISSISSIPPI

Having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in adequately and properly performing the work and services required under the contract documents, of which this proposal is a part.

① Lots/Blocks \$85.00 + copies ② Ind. metes & Boundaries \$150.00 + copies
③ Commercial Search min. \$250.00 + copies
④ For lengthy comm. searches addl. \$50.00 per hr. (max 750.00)

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

This cost proposal valid for 90 days from date of proposal submission deadline date

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND DOUG SINGLETARY & ASSOCIATES, INC., FOR THE PROVISION OF
CERTAIN APPRAISAL SERVICES RELATED TO THE DEDEAUX ROAD WIDENING
PROJECT**

THIS AGREEMENT is dated as of the 30th day of Nov. in the year 2012, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Doug Singletary & Associates, Inc., (hereinafter called THE COMPANY) concerning the provision of certain appraisal services related to the Dedeaux Road Widening Project, as more fully defined below, on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** Company shall conduct , prepare, draft, generate, provide, and deliver review appraisals of real property and improvements, if any, as requested and required by the City with respect to the Dedeaux Road Widening Project in the form and manner required by City in association with this Project. The work shall be completed in a timely manner, and any reasonable and specific requests by the City with regard to a completion date shall be met by the Company.
2. **CONSIDERATION.** As consideration for satisfactory performance under this agreement and in addition to other forms of consideration set forth herein, City agrees to pay and Company agrees to accept payment the total sum of \$475.00 per review appraisal satisfactorily completed and delivered to the City. The aforementioned fee shall be paid by the City to the Company within 45 days of delivery of the appraisal.
3. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between City and Company, consist of this Agreement and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
4. **TERM.** Unless terminated as provided for herein, the term of this Agreement shall be from date of execution through December 31, 2015.
5. **TERMINATION.** Should the City determine that it is not in its best interest to continue the Agreement, that party may terminate this Agreement by giving written thirty (30) day notice to the other party of such termination and specifying the effective date thereof. After notice is given as provided herein, this Agreement will become void. It is acknowledged by the parties hereto that, upon the election and assumption of duties by a new governing authority in July of 2013, this Agreement shall become voidable by the governing authority as allowed by law. Should the City elect to terminate this Agreement, the Company shall be paid for all work accomplished as of the date of termination.
6. **ASSIGNABILITY AND SUBCONTRACTING.** Company shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the City thereto.
7. **DISCRIMINATION.** Company understands that City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Company agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
8. **INDEMNITY.** Company and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries,

attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Company and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in any way to the Festival.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Company relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
10. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.
11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The Company further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. The Company further agrees that it will execute any and all documents required by the City relative to the funding source for the project. The Company further agrees that it will generate and provide to the City any and all documentation necessary for the work performed by Company under this agreement to comply with all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local. Further, the Company agrees to maintain its files and documentation concerning this matter thru the "close out" of the project by the City.
12. INSURANCE. Company shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by Company and any claims that may arise against Company in connection with the services to be furnished pursuant to this contract. Company shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. Company shall name the City of Gulfport as an additional named insured on all Company's policies required hereunder. Company shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Company shall provide proof of coverage. Within thirty (30) days of annual expiration of Company's insurance policy(ies), Company shall provide City with proof of renewal or proof of coverage by a different carrier. Company shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
13. NOTICES. Official notice to the Company shall be to the mailing address identified below unless a change of address is provided to City in writing. Notice to City shall be to Mayor, City of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to City Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
14. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is signed by the Mayor and also signed by the Company. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Company.

15. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Company and that he or she signed this agreement with full authority and on behalf of the Company.

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

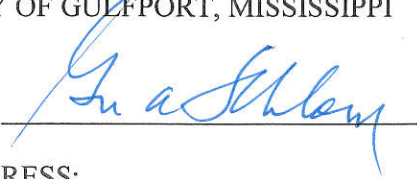
This Agreement will be effective on Nov. 30th, 2012 (latest of the dates below and the effective date of this Agreement).

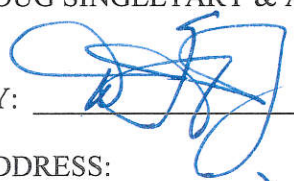
CITY:

COMPANY:

CITY OF GULFPORT, MISSISSIPPI

DOUG SINGLETARY & ASSOCIATES, INC.

BY: 

BY: 

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

2416 Greenview Dr.
~~945 Vision Oaks~~
Gulfport, MS 39507

DATE: _____

DATE: 11/30/12

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF GULFPORT AND DOUG
SINGLETARY & ASSOCIATES, INC., FOR THE PROVISION OF CERTAIN APPRAISAL
SERVICES RELATED TO THE DEDEAUX ROAD WIDENING PROJECT**

1. The quoted fee per review appraisal does not include any required pre-trial meetings and/or required court testimony. All fees for additional work required on each parcel outside of the "Scope of Services" will be billed to the City at an hourly rate of \$150.00.
2. Any changes that are made by the City after the review appraisal is completed and submitted will constitute a new report and will be charged at the agreed fee of \$475.00. No fee will apply for corrections required for typographical errors by the review appraiser.

CITY:

BY: 

ADDRESS:

P. O. BOX 1780

GULFPORT, MS 39502

DATE: _____

COMPANY:

BY: 

2416 GREENVIEW DRIVE

GULFPORT, MS 39507

DATE: 11/30/12

COST PROPOSAL
THIS PAGE MUST BE SUBMITTED IN A SEPARATE, SEALED
ENVELOPE

B. Cost Proposal

The cost proposal **must be** submitted in a separate, sealed envelope with the responder's name and the title of the RFP clearly identified on the outside of the envelope.

Place: Office of Procurement, 1410 24th Avenue, Gulfport, Mississippi, 39501

Date: 10/10/2012

Proposal of: Professional Services to provide Appraisal Services for the Dedeaux Road Project

(Doug Singleton & Assoc. Inc.), organized and existing under the laws of the
Company/Firm name

State of MS, doing business as Real Estate Appraisers.

To: City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Gentlemen, in compliance with your invitation for proposals for:

PROFESSIONAL SERVICES for Real Estate Appraisal Services

FOR THE CITY OF GULFPORT, MISSISSIPPI

Having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in adequately and properly performing the work and services required under the contract documents, of which this proposal is a part.

\$ 475⁰⁰ / REVIEW APPRAISALS ONLY

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 02/10/2016

Subject: Resolution - of the Gulfport City Council extending to April 15, 2016, the effective date of that certain Resolution approving certain and various amendments to the 2013 Handbook and making said handbook applicable to all city employees, and for related purposes.

Recommendation:

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 _____, 2016, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL EXTENDING TO APRIL 15, 2016, THE EFFECTIVE DATE OF THAT CERTAIN RESOLUTION APPROVING CERTAIN AND VARIOUS AMENDMENTS TO THE 2013 EMPLOYEE HANDBOOK AND MAKING SAID HANDBOOK APPLICABLE TO ALL CITY EMPLOYEES, AND FOR RELATED PURPOSES

WHEREAS, on January 19, 2016, the City Council adopted a Resolution approving certain and various amendments to the 2013 Employee Handbook and making the 2013 Employee Handbook applicable to all City employees; and

WHEREAS, subsequent thereto, but before that resolution became effective, an unintended, unanticipated, and potentially negative consequence of the amendments became evident; and

WHEREAS, it is not the intent of the City for any employee to feel a significant negative impact of the amendments adopted; and

WHEREAS, to avoid certain employees being negatively impacted by the same and to allow time for further research into the issue in question, including obtaining an opinion from the Attorney General's Office on the specific issue at hand (leave reductions applicable to shift employees at time of retirement), it is necessary to extend the effective date of the aforementioned resolution to April 15, 2016.

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 Resolution adopted on January 16, 2016, which approved certain amendments to the 2013 Employee Handbook and made the 2013 Employee Handbook applicable to all employees shall become effective April 15, 2016.

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 _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Laurie Toups, Main Street Director
Main Street

Date: 02/03/2016

Subject: Request - from Gulfport Main Street for permission to close a portion of 28th Avenue and 14th Street relating to Chandeleur Brewery's 1st Year Anniversary on Saturday, March 26, 2016.

Recommendation:



Post Office Box 1780
Gulfport, MS 39502
Phone: 228.868.3414
Cell: 228.236.6724
www.downtowngulfport.com

January 28, 2016

Request updated 2.3.16

Gulfport City Council Members
2309 15th Street
Gulfport, MS 39501

RE: Street Closure date for Chandeaur Brewery 1 Year Anniversary

Dear Council Members:

A special event is being planned by Chandeaur Brewery scheduled for the Saturday, March 26, 2016 to celebrate their 1 year anniversary.

The information is as follows:

Location: Close 28th Avenue between 13th & 14th St. , keep the west side of the lot open for parking
Close 14th St. from 28th Avenue to the railroad track to allow for stage setup

Scheduled Date:
Saturday, March 26, 2016

Timeline: Requested closure timeline is from 8:00 a.m. until 9:00 p.m.

Event: Set up begins at 8:00 a.m. with the actual events beginning at noon until 9:00 p.m.

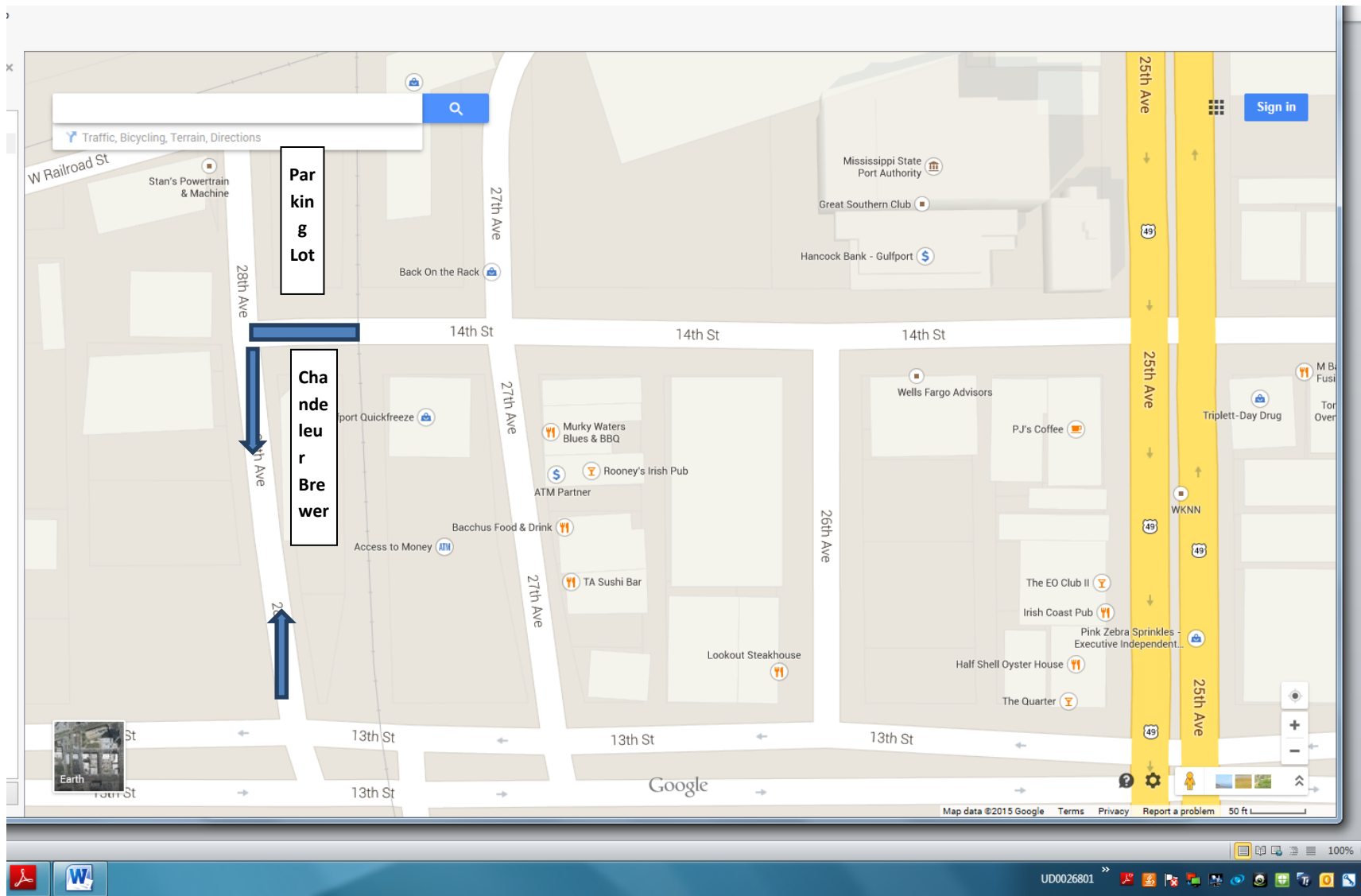
We are requesting approval to close 28th Street between 13th Street and 14th to accommodate overflow crowds. We are also requesting to close 14th Street, between 28th Avenue and the west side of the railroad tracks to allow for a stage to be installed for entertainment. You will still be able to access the parking lot directly across the street from Chandeaur Brewery from the north entrance along the tracks by 15th Street.

Thank you for your consideration of this request. We look forward to hearing from you soon.

Sincerely yours,

Laurie Toups

Executive Director



Street Closure for Chandeleur Brewery

Saturday, March 26, 2016

Closure From 8am-9pm

Event from 2pm-9pm

Close 28th Avenue between 13th St. & 14th St.

Close 14th St. from 28th Avenue to the west side of the railroad track



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ryan Merrill, Budget Analyst
Public Works

Date: 02/05/2016

Subject: Budget Amendment #24 - to transfer funds from Water & Sewer account and General Fund account for the purchase of various capital equipment for Public Works.

Recommendation:



Budget Amendment

To: Linda Elias, Finance
Ginnie Hem, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

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

Date: February 5, 2016

Subject: Budget Amendment to Purchase Capital Equipment

AMOUNT	FROM	TO
\$10,000.00	SEWERLINE SUPPLIES 825-616100	825-630300 CAPITAL
\$20,000.00	GASOLINE, OIL, GREASE 825-614000	825-630300 CAPITAL
\$20,000.00	HCUA LIFT STATION SUPPLIES 825-615801	825-630300 CAPITAL
\$10,000.00	LIFT STATION SUPPLIES 825-615800	825-630300 CAPITAL
\$6,200.00	SHELLS, GRAVEL, SAND 311-614300	311-630300 CAPITAL
\$20,000.00	GASOLINE, OIL, GREASE 311-614000	311-630300 CAPITAL
\$10,000.00	GASOLINE, OIL, GREASE 815-614000	815-630300 CAPITAL
\$10,000.00	WATER METERS 815-617000	815-630300 CAPITAL
\$106,200.00	TOTAL	

The Department of Public Works is requesting a Budget Amendment to internally transfer a total of \$106,200.00 into various capital machinery accounts in order to purchase the following needed equipment:

Due to the loss of a 4" trailer-mounted pump by overheating, the Public Works Department is in dire need of a new 8" portable pump. This pump will cost approximately \$60,000.00, but will prevent the city from losing funds due to rental fees for a loaner pump. The department currently only has one 8" pump which would be unable to meet demand alone. The recommended 8" pump can be flanged down to accommodate 6" and 4" projects and also has the capacity to handle the largest lift stations in the city in the event of a power outage or loss of a down-hole main electric lift pump.

A new pipe laser totaling \$4,000.00 is needed for construction crew usage. Public Works currently has one laser, but requires a second in order to meet project demand.

A replacement vibratory asphalt plate (packer) totaling \$2,200.00 is needed due to a breakdown of the current packer.

A transfer of \$17,000.00 is needed in order to purchase two new (zero-turn) riding mowers. All existing lawn mowers used by the department are over ten years old and repairs are becoming regular and costly. Public Works intends to reassign the existing mowers to various fire stations which would use the mowers much less frequently, requiring fewer repairs on average. Therefore, the two new mowers to be purchased would be to replace the mowers being assigned to the fire stations.

I hereby recommend this budget amendment.
Please place on the February 16, 2016 City Council Agenda.

Equipment Description	Cost per Unit	Quantity	Extended Cost
Pipe Laser	\$ 4,000.00	1	\$ 4,000.00
Need one for construction crew			
Vibratory Asphalt Plate (Packer)	\$ 2,200.00	1	\$ 2,200.00
Replacement			
Riding Mower (Zero Turn) All mowers on hand are over 10 years – issues are becoming costly * Note – Intend to reassign the existing mowers to Fire Stations that have minimum low cutting requirement	\$ 8,500.00	2	\$ 17,000.00
8-inch Portable Pump	Estimated \$60,000.00	1	Estimated \$60,000.00
The city only has one 8” pump and has a dire need for a second 8” pump with an increased capacity.			

City of Gulfport

Budget Amendment Request

Fund Name	Water/Sewer	Date	02/16/16
Department #	815	Budget Entry #	
Department Name	Water Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	-	-	-	-
Supplies	1,813,763	-	(20,000)	1,793,763
Other Services	2,885,366	-	-	2,885,366
Capital Outlay	7,000	-	20,000	27,000
Total	4,706,129	-	-	4,706,129

Fund Name	Water/Sewer	Date	02/16/16
Department #	825	Budget Entry #	
Department Name	Sewer Operations		

Personal Services	201,296	-	-	201,296
Supplies	909,086	-	(60,000)	849,086
Other Services	2,545,476	-	-	2,545,476
Capital Outlay	-	-	60,000	60,000
Total	3,655,858	-	-	3,655,858

Fund Name	General Fund	Date	02/16/16
Department #	309	Budget Entry #	
Department Name	Public Works		

Personal Services	1,554,068	-	-	1,554,068
Supplies	1,295,950	-	(26,200)	1,269,750
Other Services	3,325,748	-	-	3,325,748
Capital Outlay	13,000	30,124	26,200	69,324
Total	6,188,766	30,124	-	6,218,890

Amendment to transfer funds within the Water and Sewer Fund and the General Fund - Public Works in order to purchase equipment. This amendment is being requested by the Director of Public Works.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 02/08/2016

Subject: Docket of Claims - to be approved through February 17, 2016.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 02/05/2016

Subject: Resolution - awarding bids for lot clean-ups and/or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: February 5, 2016

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being presented to the City Council on the 16th day of February, 2016.

Please place the attached item on the Council agenda for February 16, 2016.

Subject: Code Enforcement Resolutions Awarding Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: February 5, 2016

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being described:

Awarding of Bids

WARD 1

- Parcel 1: 0711K-04-048.000. This parcel awarded to Mike's General Service for \$68.00 to cut and clean grounds and remove all trash and debris from site located at 1600 Dixie Avenue. (Day)
- Parcel 2: 0711K-02-011.000. Lots 8, 9 & N 1/2 of Lot 10, Blk. 7, Gaston Point Add. awarded to On The Side Lawn Care for \$83.00 to cut and clean grounds and remove all trash and debris from site located at 1319 Woodward Avenue. (Simpson Est.)
- Parcel 3: 0710O-02-096.000. Lots 16-17, Blk. 16, Gulfport Heights awarded to B & B Construction for \$105.00 to cut and clean grounds and remove all trash and debris from site located at 4800 29th Street. (Phelps)
- Parcel 4: 0710O-02-101.000. Lots 4-6 Inc., Blk. 19, Gulfport Heights awarded to Mike's General Service for \$144.00 to Cut and clean grounds and remove all trash and debris from site located at 4823 29th Street. (Martin)
- Parcel 5: 0711J-01-035.000. W 73.75 Ft. of Lots 23-24, Blk. 3, Virginia Hill Place awarded to Mike's General Service for \$68.00 to cut and clean grounds and remove all trash and debris from site located at 4302 14th Street. (Harris)
- Parcel 6: 0711J-01-012.000. Lots 22-28, Blk. 5, Virginia Hill Place awarded to B & B Construction for \$195.00 to cut and clean grounds and remove all trash and debris from site located at 1205 42nd Avenue. (Oak Tree Properties LLC)
- Parcel 7: 0711H-05-053.000. Lot 4, Blk. 13, Southmoor Heights Re-Survey awarded to On The Side Lawn Care for \$42.00 to cut and clean grounds and remove all trash and debris from site located at 1705 41st Avenue. (Ward)
- Parcel 8: 0811L-03-040.000. Lots 19-24, Blk. 197, Original Gulfport, Lots 1-2, Blk. C, Hardy Add. awarded to Mike's General Service for \$64.00 to cut and clean grounds and remove all trash and debris from site located at 3313 12th Street. (Rose)
- Parcel 9: 0811E-04-094.000. W 77 Ft. of Lots 11-12, Blk. 95, Original Gulfport awarded to Advance Contracting for \$92.00 to cut and clean grounds and remove all trash and debris from site located at 3002 20th Street. (Fayard)

Ward 2

- Parcel 10: 0811H-02-010.000. Lots 11-12, Blk. 5, East Gulfport awarded to B & B Construction for \$119.00 to cut and clean grounds and remove all trash and debris from site located at 1217 3rd Street. (Ryan)

Ward 3

- Parcel 11: 0811B-03-004.000. Lots 10-12 Inc., Blk. 28, Arlington Heights Add. awarded to Twin City Lawn Care for \$84.00 to cut and clean grounds and remove all trash and debris from site located at 2405 13th Avenue. (Dunomes)

Ward 4

- Parcel 12: 1010F-01-004.019. This parcel awarded to Ladner Lawn and Tractor Service for \$97.00 to cut and clean grounds and remove all trash and debris from site located at 1330 Foxwood Place. (CBT Group)

Ward 5

- Parcel 13: 0908M-01-017.011. Lot 222, Forest North Subd. Ph 6 awarded to B & B Construction for \$165.00 to cut and clean grounds and remove all trash and debris from site located at 13370 Warren Drive. (Juday)

\$1226.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **16th** day of **February, 2016**, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

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

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

- | | |
|------------|--|
| Parcel 1: | 0711K-04-048.000. This parcel awarded to Mike's General Service for \$68.00 to cut and clean grounds and remove all trash and debris from site located at 1600 Dixie Avenue. (Day) |
| Parcel 2: | 0711K-02-011.000. Lots 8, 9 & N 1/2 of Lot 10, Blk. 7, Gaston Point Add. awarded to On The Side Lawn Care for \$83.00 to cut and clean grounds and remove all trash and debris from site located at 1319 Woodward Avenue. (Simpson Est.) |
| Parcel 3: | 0710O-02-096.000. Lots 16-17, Blk. 16, Gulfport Heights awarded to B & B Construction for \$105.00 to cut and clean grounds and remove all trash and debris from site located at 4800 29th Street. (Phelps) |
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| Parcel 6: | 0711J-01-012.000. Lots 22-28, Blk. 5, Virginia Hill Place awarded to B & B Construction for \$195.00 to cut and clean grounds and remove all trash and debris from site located at 1205 42nd Avenue. (Oak Tree Properties LLC) |
| Parcel 7: | 0711H-05-053.000. Lot 4, Blk. 13, Southmoor Heights Re-Survey awarded to On The Side Lawn Care for \$42.00 to cut and clean grounds and remove all trash and debris from site located at 1705 41st Avenue. (Ward) |
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Parcel 13: 0908M-01-017.011. Lot 222, Forest North Subd. Ph 6 awarded to B & B Construction for \$165.00 to cut and clean grounds and remove all trash and debris from site located at 13370 Warren Drive. (Juday)

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2016.

(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 _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 02/08/2016

Subject: Associated Adjusters Check Register - for the month of January, 2016 - to be made part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President Ricky Dombrowski
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman F.B. 'Rusty' Walker, IV
Councilman Myles Sharp
Councilman Robert 'R.Lee.' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: February 2, 2016

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of January, 2016 to be approved and spread on the minutes of the February 16, 2016 Council meeting.

If you have any questions, please call my office at any time.

1:33 pm

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and Transaction Type in (Check, Voided) and Begin Date = '01/01/2016' and End Date = '01/31/2016' and Line of Business = 'Workers' Compensation' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Beautification - 430

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Pavée Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0032743	01/12/2016	Indemnity	Gary Taylor	19267	Check	01/12/2016	\$439.57
AAI-0032743	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$48.88
Beautification - 430 Totals							\$488.45

Group 1: Tier 2 Name is Engineering - 325

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Pavée Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0031352	01/19/2016	EXPENSE	RN Resources, Inc.	19277	Check	01/19/2016	\$177.66
AAI-0031352	01/26/2016	Medical to Provider	Singing River Health System	19312	Check	01/26/2016	\$79.29
Engineering - 325 Totals							\$256.95

Group 1: Tier 2 Name is Fire - 290

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Pavée Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0031914	01/05/2016	Indemnity	Marty Capers	19257	Check	01/05/2016	\$898.24
AAI-0032754	01/05/2016	Indemnity	Merriman Kyle McCaleb	19258	Check	01/05/2016	\$908.84
AAI-0033012	01/07/2016	Medical to Provider	Spine Care Network Chiropractic	19260	Check	01/07/2016	\$125.43
AAI-0033012	01/07/2016	Medical to Provider	Spine Care Network Chiropractic	19261	Check	01/07/2016	\$263.22
AAI-0033012	01/07/2016	Medical to Provider	Spine Care Network Chiropractic	19262	Check	01/07/2016	\$816.00
AAI-0033420	01/08/2016	Medical to Provider	Spinal Neurological Surgery So MS	19263	Check	01/08/2016	\$162.61
AAI-0033420	01/12/2016	Indemnity	Ryker Haselden	19270	Check	01/12/2016	\$927.18
AAI-0031914	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$46.95
AAI-0033012	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$25.68
AAI-0033420	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$2,071.29
AAI-0031914	01/19/2016	EXPENSE	Rehabilitation Review, Inc.	19275	Check	01/19/2016	\$95.00
AAI-0033420	01/19/2016	Medical to Provider	Beach Pharmacy, Inc.	19279	Check	01/19/2016	\$233.00
AAI-0031914	01/19/2016	Indemnity	Marty Capers	19284	Check	01/19/2016	\$898.24
AAI-0032754	01/19/2016	Indemnity	Merriman Kyle McCaleb	19285	Check	01/19/2016	\$908.84
AAI-0031914	01/19/2016	EXPENSE	RN Resources, Inc.	19287	Check	01/19/2016	\$1,035.72
AAI-0033420	01/19/2016	EXPENSE	RN Resources, Inc.	19288	Check	01/19/2016	\$1,443.80
AAI-0033420	01/21/2016	Medical to Provider	Merit Health Biloxi	19290	Check	01/21/2016	\$46.61
AAI-0033420	01/21/2016	Medical to Provider	Cedar Lake Medical Center PA	19293	Check	01/21/2016	\$182.00
AAI-0033012	01/21/2016	Medical to Provider	JH Cochran DC	19294	Check	01/21/2016	\$270.00
AAI-0033420	01/21/2016	Medical to Provider	Biloxi Anesthesiology, PLLC	19295	Check	01/21/2016	\$350.00
AAI-0033420	01/21/2016	Medical to Provider	Biloxi Anesthesiology, PLLC	19296	Check	01/21/2016	\$350.00
AAI-0033420	01/21/2016	Medical to Provider	Spinal Neurological Surgery So MS	19297	Check	01/21/2016	\$548.00
AAI-0033420	01/21/2016	Medical to Provider	Spinal Neurological Surgery So MS	19299	Check	01/21/2016	\$2,737.90
AAI-0033420	01/25/2016	Indemnity	Ryker Haselden	19305	Check	01/25/2016	\$370.88

1:33 pm

Report Criteria:

Filter = Checking Account Description = 'City of Gulfport' and Transaction Type in (Check, Voided) and Begin Date = '01/01/2016' and End Date = '01/31/2016' and Line of Business = 'Workers' Compensation' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Fire - 290

FH Claim	Issued Date	Payment Type	Pavee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0033713	01/26/2016	Medical to Provider	SMB Radiology, PA	19306	Check	01/26/2016	\$16.51
AAI-0033420	01/26/2016	Medical to Provider	Garden Park Medical	19308	Check	01/26/2016	\$38.10
AAI-0031914	01/26/2016	Medical to Provider	Coastal Rehab of South MS	19310	Check	01/26/2016	\$63.00
AAI-0031914	01/26/2016	Medical to Provider	Coastal Rehab of South MS	19315	Check	01/26/2016	\$108.00
AAI-0033420	01/26/2016	Medical to Claimant	Ryker Haselden	19317	Check	01/26/2016	\$183.53
AAI-0033713	01/26/2016	Medical to Provider	Memorial Emergency Physicians	19321	Check	01/26/2016	\$220.18
AAI-0033713	01/26/2016	Medical to Provider	Memorial Hospital	19327	Check	01/26/2016	\$772.97
AAI-0031458	01/27/2016	EXPENSE	RN Resources, Inc.	19333	Check	01/27/2016	\$336.42
AAI-0031914	01/29/2016	Medical to Provider	SMB Radiology, PA	19340	Check	01/29/2016	\$114.94
AAI-0031914	01/29/2016	Medical to Provider	Applied Psychology Center	19342	Check	01/29/2016	\$150.00
AAI-0033420	01/29/2016	Medical to Provider	Medical Analysis LLC	19347	Check	01/29/2016	\$22.95
AAI-0031914	01/29/2016	Medical to Provider	Coastal Rehab of South MS	19355	Check	01/29/2016	\$152.10
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19357	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19358	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19359	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19360	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R Santine PT	19361	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine PT	19362	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R Santine PT	19363	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine PT	19364	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19365	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19366	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R Santine, PT	19370	Check	01/29/2016	\$310.42
AAI-0033420	01/29/2016	Medical to Provider	Advanced Medical Resources LLC	19371	Check	01/29/2016	\$945.45
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19372	Check	01/29/2016	\$190.42
AAI-0033420	01/29/2016	Medical to Provider	Kelly R. Santine	19373	Check	01/29/2016	\$190.42
Fire - 290 Totals							\$21,435.04

Group 1: Tier 2 Name is Gen Admin - 145

FH Claim	Issued Date	Payment Type	Pavee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032437	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$140.83
Gen Admin - 145 Totals							\$140.83

Group 1: Tier 2 Name is Judicial / Courts - 125

FH Claim	Issued Date	Payment Type	Pavee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0026258	01/19/2016	EXPENSE	RN Resources, Inc.	19278	Check	01/19/2016	\$223.02

1:33 pm

Report Criteria:

Filter = Checking Account Description = 'City of Gulfport' and Transaction Type in (Check, Voided) and Begin Date = '01/01/2016' and End Date = '01/31/2016' and Line of Business = 'Workers' Compensation' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Judicial / Courts - 125

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0026258	01/21/2016	Medical to Provider	MSC Group, Inc.	19292	Check	01/21/2016	\$148.00
AAI-0026258	01/29/2016	Medical to Provider	Comprehensive Pain and Rehabilitation	19348	Check	01/29/2016	\$60.66
AAI-0026258	01/29/2016	Medical to Provider	Beach Pharmacy, Inc.	19350	Check	01/29/2016	\$67.25
Judicial / Courts - 125 Totals							\$498.93

Group 1: Tier 2 Name is Legal / Attorney - 135

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033476	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$52.48
AAI-0033476	01/26/2016	Medical to Provider	Advanced Orthopedics PLLC	19313	Check	01/26/2016	\$79.29
AAI-0033476	01/29/2016	Medical to Provider	Advanced Orthopedics PLLC	19339	Check	01/29/2016	\$60.96
AAI-0033476	01/29/2016	Medical to Provider	Advanced Orthopedics PLLC	19345	Check	01/29/2016	\$250.00
Legal / Attorney - 135 Totals							\$442.73

Group 1: Tier 2 Name is Leisure Services - 411

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0025226	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$3.17
AAI-0033349	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$77.20
AAI-0025226	01/19/2016	Medical to Provider	Carlisle Medical Inc	19283	Check	01/19/2016	\$727.82
AAI-0033349	01/26/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19322	Check	01/26/2016	\$238.00
AAI-0025226	01/27/2016	EXPENSE	RN Resources, Inc.	19328	Check	01/27/2016	\$177.66
AAI-0025226	01/27/2016	Medical to Provider	Carlisle Medical Inc	19329	Check	01/27/2016	\$215.42
AAI-0033349	01/27/2016	EXPENSE	RN Resources, Inc.	19337	Check	01/27/2016	\$583.00
AAI-0025226	01/29/2016	Medical to Provider	Sun Coast Pain Management, PA	19351	Check	01/29/2016	\$67.40
AAI-0033349	01/29/2016	Medical to Claimant	Delores Matthews	19374	Check	01/29/2016	\$271.95
Leisure Services - 411 Totals							\$2,361.62

Group 1: Tier 2 Name is Maint Garage - 335

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033450	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$67.56
AAI-0033450	01/26/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19323	Check	01/26/2016	\$238.00
Maint Garage - 335 Totals							\$305.56

Group 1: Tier 2 Name is Planning / Zoning / code enf - 611

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033684	01/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19352	Check	01/29/2016	\$74.36
Planning / Zoning / code enf - 611 Totals							\$74.36

Group 1: Tier 2 Name is Police - 213

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033244	01/05/2016	Indemnity	Michael Hauler	19259	Check	01/05/2016	\$927.18

1:33 pm

Report Criteria:

Filter = Checking Account Description = 'City of Gulfport' and Transaction Type in (Check, Voided) and Begin Date = '01/01/2016' and End Date = '01/31/2016' and Line of Business = 'Workers' Compensation' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0028523	01/12/2016	Indemnity	Leslee Curry as parent and guardian of	19264	Check	01/12/2016	\$145.06
AAI-0028523	01/12/2016	Indemnity	Leslee Curry as parent and guardian	19265	Check	01/12/2016	\$145.06
AAI-0033687	01/12/2016	Indemnity	Kenneth Chandler	19266	Check	01/12/2016	\$374.92
AAI-0028523	01/12/2016	Indemnity	Leslee Curry	19268	Check	01/12/2016	\$507.74
AAI-0029570	01/12/2016	Indemnity	Christopher Langenbach	19269	Check	01/12/2016	\$844.62
AAI-0031775	01/12/2016	Indemnity	Dorothy Payne	19271	Check	01/12/2016	\$718.96
AAI-0023479	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$9.57
AAI-0029570	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$1,259.54
AAI-0031775	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$25.54
AAI-0032192	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$48.88
AAI-0033244	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$1,231.01
AAI-0033300	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$47.73
AAI-0033303	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$48.88
AAI-0033334	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$10.54
AAI-0033446	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$64.28
AAI-0033491	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$451.02
AAI-0033517	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$328.25
AAI-0033564	01/18/2016	EXPENSE	Associated Managed Care	19272	Check	01/18/2016	\$207.10
AAI-0033244	01/19/2016	Medical to Provider	CompToday	19273	Check	01/19/2016	\$37.92
AAI-0023479	01/19/2016	Medical to Provider	Carlisle Medical Inc	19274	Check	01/19/2016	\$42.32
AAI-0029570	01/19/2016	Medical to Provider	Beach Pharmacy, Inc.	19276	Check	01/19/2016	\$188.00
AAI-0031775	01/19/2016	Medical to Claimant	Dorothy Payne	19280	Check	01/19/2016	\$282.54
AAI-0032758	01/19/2016	EXPENSE	RN Resources, Inc.	19281	Check	01/19/2016	\$309.96
AAI-0029570	01/19/2016	Medical to Provider	Workers Compensation Rx Solution Inc.	19282	Check	01/19/2016	\$420.32
AAI-0033244	01/19/2016	Indemnity	Michael Hauler	19286	Check	01/19/2016	\$927.18
AAI-0033517	01/21/2016	Medical to Provider	SMB Radiology, PA	19289	Check	01/21/2016	\$17.78
AAI-0033491	01/21/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19291	Check	01/21/2016	\$115.00
AAI-0033244	01/21/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19298	Check	01/21/2016	\$2,328.00
AAI-0028523	01/25/2016	Indemnity	Leslee Curry as parent and guardian	19300	Check	01/25/2016	\$145.06
AAI-0028523	01/25/2016	Indemnity	Leslee Curry as parent and guardian	19301	Check	01/25/2016	\$145.06
AAI-0028523	01/25/2016	Indemnity	Leslee Curry	19302	Check	01/25/2016	\$507.74
AAI-0031775	01/25/2016	Indemnity	Dorothy Payne	19303	Check	01/25/2016	\$718.96
AAI-0029570	01/25/2016	Indemnity	Christopher Langenbach	19304	Check	01/25/2016	\$844.62
AAI-0029570	01/26/2016	Medical to Provider	Regional Radiology, LLC	19307	Check	01/26/2016	\$24.00

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and Transaction Type in (Check, Voided) and Begin Date = '01/01/2016' and End Date = '01/31/2016' and Line of Business = 'Workers' Compensation' and Branch = 'Associated Adjusters International'

Group 1: Tier 2 Name is Police - 213

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0029570	01/26/2016	Medical to Provider	Regional Radiology, LLC	19309	Check	01/26/2016	\$39.00
AAI-0030253	01/26/2016	Medical to Provider	NewSouth Neurospine	19311	Check	01/26/2016	\$88.00
AAI-0033244	01/26/2016	Medical to Provider	SMB Radiology, PA	19314	Check	01/26/2016	\$90.81
AAI-0033517	01/26/2016	Medical to Provider	ACS Emergency Services of MS	19316	Check	01/26/2016	\$146.96
AAI-0030253	01/26/2016	Medical to Provider	NewSouth Neurospine	19318	Check	01/26/2016	\$194.96
AAI-0033244	01/26/2016	EXPENSE	RN Resources, Inc.	19319	Check	01/26/2016	\$196.56
AAI-0033491	01/26/2016	Medical to Provider	Encore Rehabilitation, Inc.	19320	Check	01/26/2016	\$210.00
AAI-0033244	01/26/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19324	Check	01/26/2016	\$315.00
AAI-0033244	01/26/2016	Medical to Provider	Sun Coast Anesthesia PA	19325	Check	01/26/2016	\$325.00
AAI-0033244	01/26/2016	Medical to Provider	Sun Coast Anesthesia PA	19326	Check	01/26/2016	\$325.00
AAI-0030253	01/27/2016	EXPENSE	RN Resources, Inc.	19330	Check	01/27/2016	\$219.24
AAI-0032931	01/27/2016	Medical to Provider	CompToday	19331	Check	01/27/2016	\$232.44
AAI-0033300	01/27/2016	EXPENSE	RN Resources, Inc.	19332	Check	01/27/2016	\$315.01
AAI-0029570	01/27/2016	Medical to Provider	Beach Pharmacy, Inc.	19334	Check	01/27/2016	\$365.00
AAI-0031775	01/27/2016	EXPENSE	RN Resources, Inc.	19335	Check	01/27/2016	\$427.14
AAI-0029570	01/27/2016	EXPENSE	RN Resources, Inc.	19336	Check	01/27/2016	\$442.26
AAI-0023479	01/29/2016	Medical to Provider	Memorial Hospital	19338	Check	01/29/2016	\$38.10
AAI-0033491	01/29/2016	Medical to Provider	Encore Rehabilitation, Inc.	19341	Check	01/29/2016	\$116.82
AAI-0033491	01/29/2016	Medical to Provider	Encore Rehabilitation, Inc.	19343	Check	01/29/2016	\$220.85
AAI-0033244	01/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19344	Check	01/29/2016	\$231.14
AAI-0033357	01/29/2016	Medical to Provider	Medical Analysis LLC	19346	Check	01/29/2016	\$14.95
AAI-0031775	01/29/2016	Medical to Provider	Comprehensive Pain & Rehabilitation	19349	Check	01/29/2016	\$60.66
AAI-0029570	01/29/2016	Medical to Provider	Sun Coast Pain Management, PA	19353	Check	01/29/2016	\$75.33
AAI-0031775	01/29/2016	Medical to Provider	StoneRiver Pharmacy Solutions	19354	Check	01/29/2016	\$129.35
AAI-0033491	01/29/2016	Medical to Provider	Encore Rehabilitation, Inc.	19356	Check	01/29/2016	\$163.12
AAI-0029570	01/29/2016	Medical to Claimant	Christopher Langenbach	19367	Check	01/29/2016	\$200.88
AAI-0033491	01/29/2016	Medical to Provider	Encore Rehabilitation, Inc.	19368	Check	01/29/2016	\$208.22
AAI-0033244	01/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	19369	Check	01/29/2016	\$244.95

Police - 213 Totals

\$20,049.09

Grand Total

\$46,053.56

Report Criteria: Transaction Date Range = 1/1/2016 - 1/31/2016 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check 01/05/2016	19257	Marty Capers	\$898.24
Check 01/05/2016	19258	Merriman Kyle McCaleb	\$908.84
Check 01/05/2016	19259	Michael Hauler	\$927.18
Check 01/07/2016	19260	Spine Care Network Chiropractic	\$125.43
Check 01/07/2016	19261	Spine Care Network Chiropractic	\$263.22
Check 01/07/2016	19262	Spine Care Network Chiropractic	\$816.00
Check 01/08/2016	19263	Spinal Neurological Surgery So MS	\$162.61
Check 01/12/2016	19264	Leslee Curry as parent and guardian of	\$145.06
Check 01/12/2016	19265	Leslee Curry as parent and guardian	\$145.06
Check 01/12/2016	19266	Kenneth Chandler	\$374.92
Check 01/12/2016	19267	Gary Taylor	\$439.57
Check 01/12/2016	19268	Leslee Curry	\$507.74
Check 01/12/2016	19269	Christopher Langenbach	\$844.62
Check 01/12/2016	19270	Ryker Haselden	\$927.18
Check 01/12/2016	19271	Dorothy Payne	\$718.96
Check 01/18/2016	19272	Associated Managed Care	\$6,266.38
Check 01/19/2016	19273	CompToday	\$37.92
Check 01/19/2016	19274	Carlisle Medical Inc	\$42.32
Check 01/19/2016	19275	Rehabilitation Review, Inc.	\$95.00
Check 01/19/2016	19276	Beach Pharmacy, Inc.	\$168.00
Check 01/19/2016	19277	RN Resources, Inc.	\$177.66
Check 01/19/2016	19278	RN Resources, Inc.	\$223.02
Check 01/19/2016	19279	Beach Pharmacy, Inc.	\$233.00
Check 01/19/2016	19280	Dorothy Payne	\$282.54
Check 01/19/2016	19281	RN Resources, Inc.	\$309.96
Check 01/19/2016	19282	Workers Compensation Rx Solution Inc.	\$420.32
Check 01/19/2016	19283	Carlisle Medical Inc	\$727.82
Check 01/19/2016	19284	Marty Capers	\$898.24
Check 01/19/2016	19285	Merriman Kyle McCaleb	\$908.84

February 02, 2016
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Check Register

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Report Criteria: Transaction Date Range = 1/1/2016 - 1/31/2016 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check 01/19/2016	19286	Michael Hauler	\$927.18
Check 01/19/2016	19287	RN Resources, Inc.	\$1,035.72
Check 01/19/2016	19288	RN Resources, Inc.	\$1,443.80
Check 01/21/2016	19289	SMB Radiology, PA	\$17.78
Check 01/21/2016	19290	Merit Health Biloxi	\$46.61
Check 01/21/2016	19291	Bienville Orthopaedic Specialists, LLC	\$115.00
Check 01/21/2016	19292	MSC Group, Inc.	\$148.00
Check 01/21/2016	19293	Cedar Lake Medical Center PA	\$182.00
Check 01/21/2016	19294	JH Cochran DC	\$270.00
Check 01/21/2016	19295	Biloxi Anesthesiology, PLLC	\$350.00
Check 01/21/2016	19296	Biloxi Anesthesiology, PLLC	\$350.00
Check 01/21/2016	19297	Spinal Neurological Surgery So MS	\$548.00
Check 01/21/2016	19298	Bienville Orthopaedic Specialists, LLC	\$2,329.00
Check 01/21/2016	19299	Spinal Neurological Surgery So MS	\$2,737.90
Check 01/25/2016	19300	Leslee Curry as parent and guardian	\$145.06
Check 01/25/2016	19301	Leslee Curry as parent and guardian	\$145.06
Check 01/25/2016	19302	Leslee Curry	\$507.74
Check 01/25/2016	19303	Dorothy Payne	\$718.96
Check 01/25/2016	19304	Christopher Langenbach	\$844.62
Check 01/25/2016	19305	Ryker Haselden	\$370.88
Check 01/26/2016	19306	SMB Radiology, PA	\$16.51
Check 01/26/2016	19307	Regional Radiology, LLC	\$24.00
Check 01/26/2016	19308	Garden Park Medical	\$38.10
Check 01/26/2016	19309	Regional Radiology, LLC	\$39.00
Check 01/26/2016	19310	Coastal Rehab of South MS	\$63.00
Check 01/26/2016	19311	NewSouth Neurospine	\$68.00
Check 01/26/2016	19312	Singing River Health System	\$79.29
Check 01/26/2016	19313	Advanced Orthopedics PLLC	\$79.29
Check 01/26/2016	19314	SMB Radiology, PA	\$90.81

February 02, 2016
1:31 pm

Check Register

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Report Criteria: Transaction Date Range = 1/1/2016 - 1/31/2016 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check 01/26/2016	19315	Coastal Rehab of South MS	\$108.00
Check 01/26/2016	19316	ACS Emergency Services of MS	\$146.96
Check 01/26/2016	19317	Ryker Haselden	\$183.53
Check 01/26/2016	19318	NewSouth Neurospine	\$194.96
Check 01/26/2016	19319	RN Resources, Inc.	\$196.56
Check 01/26/2016	19320	Encore Rehabilitation, Inc.	\$210.00
Check 01/26/2016	19321	Memorial Emergency Physicians	\$220.18
Check 01/26/2016	19322	Bienville Orthopaedic Specialists, LLC	\$238.00
Check 01/26/2016	19323	Bienville Orthopaedic Specialists, LLC	\$238.00
Check 01/26/2016	19324	Bienville Orthopaedic Specialists, LLC	\$315.00
Check 01/26/2016	19325	Sun Coast Anesthesia PA	\$325.00
Check 01/26/2016	19326	Sun Coast Anesthesia PA	\$325.00
Check 01/26/2016	19327	Memorial Hospital	\$772.97
Check 01/27/2016	19328	RN Resources, Inc.	\$177.66
Check 01/27/2016	19329	Carlisle Medical Inc	\$215.42
Check 01/27/2016	19330	RN Resources, Inc.	\$219.24
Check 01/27/2016	19331	CompToday	\$232.44
Check 01/27/2016	19332	RN Resources, Inc.	\$315.01
Check 01/27/2016	19333	RN Resources, Inc.	\$336.42
Check 01/27/2016	19334	Beach Pharmacy, Inc.	\$365.00
Check 01/27/2016	19335	RN Resources, Inc.	\$427.14
Check 01/27/2016	19336	RN Resources, Inc.	\$442.26
Check 01/27/2016	19337	RN Resources, Inc.	\$583.00
Check 01/29/2016	19338	Memorial Hospital	\$38.10
Check 01/29/2016	19339	Advanced Orthopedics PLLC	\$60.96
Check 01/29/2016	19340	SMB Radiology, PA	\$114.94
Check 01/29/2016	19341	Encore Rehabilitation, Inc.	\$116.82
Check 01/29/2016	19342	Applied Psychology Center	\$150.00
Check 01/29/2016	19343	Encore Rehabilitation, Inc.	\$220.85

Report Criteria: Transaction Date Range = 1/1/2016 - 1/31/2016 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check 01/29/2016	19344	Bienville Orthopaedic Specialists, LLC	\$231.14
Check 01/29/2016	19345	Advanced Orthopedics PLLC	\$250.00
Check 01/29/2016	19346	Medical Analysis LLC	\$14.95
Check 01/29/2016	19347	Medical Analysis LLC	\$22.95
Check 01/29/2016	19348	Comprehensive Pain and Rehabilitation	\$60.66
Check 01/29/2016	19349	Comprehensive Pain & Rehabilitation	\$60.66
Check 01/29/2016	19350	Beach Pharmacy, Inc.	\$67.25
Check 01/29/2016	19351	Sun Coast Pain Management, PA	\$67.40
Check 01/29/2016	19352	Bienville Orthopaedic Specialists, LLC	\$74.36
Check 01/29/2016	19353	Sun Coast Pain Management, PA	\$75.33
Check 01/29/2016	19354	StoneRiver Pharmacy Solutions	\$129.35
Check 01/29/2016	19355	Coastal Rehab of South MS	\$152.10
Check 01/29/2016	19356	Encore Rehabilitation, Inc.	\$163.12
Check 01/29/2016	19357	Kelly R. Santine	\$190.42
Check 01/29/2016	19358	Kelly R. Santine	\$190.42
Check 01/29/2016	19359	Kelly R. Santine	\$190.42
Check 01/29/2016	19360	Kelly R. Santine	\$190.42
Check 01/29/2016	19361	Kelly R Santine PT	\$190.42
Check 01/29/2016	19362	Kelly R. Santine PT	\$190.42
Check 01/29/2016	19363	Kelly R Santine PT	\$190.42
Check 01/29/2016	19364	Kelly R. Santine PT	\$190.42
Check 01/29/2016	19365	Kelly R. Santine	\$190.42
Check 01/29/2016	19366	Kelly R. Santine	\$190.42
Check 01/29/2016	19367	Christopher Langenbach	\$200.88
Check 01/29/2016	19368	Encore Rehabilitation, Inc.	\$209.22
Check 01/29/2016	19369	Bienville Orthopaedic Specialists, LLC	\$244.95
Check 01/29/2016	19370	Kelly R Santine, PT	\$310.42
Check 01/29/2016	19371	Advanced Medical Resources LLC	\$945.45
Check 01/29/2016	19372	Kelly R. Santine	\$190.42

February 02, 2016
1:31 pm

Check Register

Page 5 of 6

Report Criteria: Transaction Date Range = 1/1/2016 - 1/31/2016 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	19373	Kelly R. Santine	\$190.42
01/29/2016			
Check	19374	Delores Matthews	\$271.95
01/29/2016			
Check Totals (118)			\$46,053.56
Charge/Check Totals (118)			\$46,053.56
Checks less Voids/Reimbursements			\$46,053.56
City of Gulfport Totals			\$(46,053.56)

February 02, 2016
1:31 pm

Check Register

Page 6 of 6

Report Criteria: Transaction Date Range = 1/1/2016 - 1/31/2016 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport' and Branch = 'Associated Adjusters International'

Grand Totals

\$(46,053.56)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 02/08/2016

Subject: Year to Date Budget Report - for month ending January 31, 2016 - to be made part of the minutes.

Recommendation:



Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-239-7401

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ricky Dombrowski
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Linda Elias, Comptroller

Subject: Year-to-Date Budget Report for Month Ending January 31, 2016

Date: February 8, 2016

Please find attached a year to date budget report for the month ending January 31, 2016. This report represents the fourth (4th) month of the City's 2016 Fiscal year.

The first section of the report is represented in pages 1-12. This section represents all of the City's Funds and presents summary financial information on a Fund and Department basis. The final section of this report is represented in the last 4 pages and represents individual capital projects budgeted amounts. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

As always, please do not hesitate to call me if I can be of further assistance.

City Of Gulfport		
Year to date budget report		
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290 Fire	3	Wastewater - District Expenses
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CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-18,350,000	-18,350,000	-3,070,786.85	-2,644,061.39	.00	-15,279,213.15	16.7%
41 SALES TAX	-20,639,350	-20,639,350	-6,358,928.14	-1,347,245.21	.00	-14,280,421.86	30.8%
42 LICENSES AND PERMITS	-1,096,000	-1,096,000	-264,680.44	-44,980.15	.00	-831,319.56	24.1%
43 FRANCHISE FEES	-4,181,000	-4,181,000	-1,829,976.13	-689,382.89	.00	-2,351,023.87	43.8%
44 GAMING FEES	-3,350,000	-3,350,000	-1,173,020.63	-272,930.74	.00	-2,176,979.37	35.0%
45 GRANTS FEDERAL	-380,310	-566,170	-113,375.95	-40,984.87	.00	-452,794.05	20.0%
47 GRANTS OTHER	-1,217,000	-1,219,807	-381,165.45	-132,393.41	.00	-838,641.55	31.2%
48 FINES AND FORFEITS	-1,400,000	-1,400,000	-310,224.20	-60,069.93	.00	-1,089,775.80	22.2%
49 INTERGOVERNMENTAL	-2,300,000	-2,300,000	-121,013.12	-35,367.39	.00	-2,178,986.88	5.3%
50 CHARGES FOR SERVICE	-2,584,796	-2,588,796	-229,569.89	-59,212.36	.00	-2,359,226.11	8.9%
51 INTEREST EARNED	-5,000	-5,000	-936.39	-183.32	.00	-4,063.61	18.7%
56 MISC REVENUE	-170,000	-170,000	-231,802.21	-34,912.28	.00	61,802.21	136.4%
58 OTHER FINANCING SRCE	-46,000	-46,000	-7,000.00	-2,500.00	.00	-39,000.00	15.2%
TOTAL REVENUES	-55,719,456	-55,912,123	-14,092,479.40	-5,364,223.94	.00	-41,819,643.60	25.2%
111 EXECUTIVE							
60 PERSONAL SERVICES	264,774	264,774	85,074.89	21,213.76	.00	179,699.11	32.1%
61 SUPPLIES	2,660	2,660	742.14	208.43	.00	1,917.86	27.9%
62 OTHER SERVICES	28,941	28,941	8,260.10	453.86	.00	20,680.90	28.5%
TOTAL EXECUTIVE	296,375	296,375	94,077.13	21,876.05	.00	202,297.87	31.7%
115 LEGISLATIVE							
60 PERSONAL SERVICES	364,215	364,215	115,318.34	28,860.79	.00	248,896.66	31.7%
61 SUPPLIES	5,700	5,700	175.66	.00	.00	5,524.34	3.1%
62 OTHER SERVICES	142,283	150,283	50,160.83	32,141.96	.00	57,822.64	61.5%
63 CAPITAL OUTLAY	20,000	41,000	4,759.81	4,759.81	24,730.95	11,509.24	71.9%
TOTAL LEGISLATIVE	532,198	561,198	170,414.64	65,762.56	67,030.48	323,752.88	42.3%
125 JUDICIAL							

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,162,319	1,162,319	374,728.22	88,466.36	.00	787,590.78	32.2%
61 SUPPLIES	28,950	28,950	3,474.90	17.46	1,360.84	24,114.26	16.7%
62 OTHER SERVICES	480,409	480,409	144,044.34	26,864.29	39,702.96	296,661.70	38.2%
63 CAPITAL OUTLAY	0	89,252	24,851.62	.00	30,470.35	33,930.03	62.0%
TOTAL JUDICIAL	1,671,678	1,760,930	547,099.08	115,348.11	71,534.15	1,142,296.77	35.1%
135 LEGAL							
60 PERSONAL SERVICES	898,920	898,920	254,393.51	60,492.74	.00	644,526.49	28.3%
61 SUPPLIES	5,079	5,079	1,254.60	137.67	697.20	3,127.20	38.4%
62 OTHER SERVICES	365,150	365,150	58,139.10	18,212.10	120.00	306,890.90	16.0%
TOTAL LEGAL	1,269,149	1,269,149	313,787.21	78,842.51	817.20	954,544.59	24.8%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,324,788	2,324,788	702,648.55	174,810.09	3,478.76	1,618,660.69	30.4%
61 SUPPLIES	118,835	118,835	16,097.52	2,936.60	400.13	102,337.35	13.9%
62 OTHER SERVICES	1,562,044	1,563,244	624,360.17	154,004.54	202,507.76	736,576.07	52.9%
63 CAPITAL OUTLAY	17,270	265,687	4,363.30	3,228.18	124,361.19	136,962.51	48.4%
65 DEBT SERVICE	210,000	0	.00	.00	.00	.00	.0%
TOTAL GENERAL ADMINISTRATION	4,232,937	4,272,554	1,347,469.54	334,979.41	330,747.84	2,594,336.62	39.3%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	424,735	424,735	189,943.00	79,500.00	216,000.00	18,792.00	95.6%
TOTAL PUBLIC TRANSPORTATION	424,735	424,735	189,943.00	79,500.00	216,000.00	18,792.00	95.6%
212 POLICE							
60 PERSONAL SERVICES	14,575,269	14,695,223	4,322,661.43	1,028,063.27	2,463.36	10,370,098.38	29.4%
61 SUPPLIES	1,221,804	1,224,304	309,764.76	68,891.26	95,056.54	819,482.21	33.1%
62 OTHER SERVICES	2,162,695	2,166,355	637,123.51	130,706.24	25,240.09	1,503,991.72	30.6%

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	124,045	131,335	28,130.10	.00	.00	103,204.90	21.4%
TOTAL POLICE	18,083,813	18,217,217	5,297,679.80	1,227,660.77	122,759.99	12,796,777.21	29.8%
290 FIRE							
60 PERSONAL SERVICES	11,035,844	11,035,844	3,500,331.73	873,672.94	675.73	7,534,836.54	31.7%
61 SUPPLIES	498,174	498,174	134,639.98	26,992.19	50,168.09	313,365.93	37.1%
62 OTHER SERVICES	632,998	631,024	154,728.20	20,115.77	10,336.30	465,959.50	26.2%
63 CAPITAL OUTLAY	0	144,853	73,042.65	.00	33,809.47	38,000.88	73.8%
TOTAL FIRE	12,167,016	12,309,895	3,862,742.56	920,780.90	94,989.59	8,352,162.85	32.2%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,554,069	1,554,069	474,655.51	120,067.87	.00	1,079,413.49	30.5%
61 SUPPLIES	1,287,250	1,287,250	418,473.63	79,376.29	118,438.40	750,337.97	41.7%
62 OTHER SERVICES	3,334,448	3,334,448	1,324,367.06	288,411.70	1,687,794.14	322,286.80	90.3%
63 CAPITAL OUTLAY	13,000	43,124	11,422.88	2,200.00	9,740.00	21,961.12	49.1%
TOTAL PUBLIC WORKS	6,188,767	6,218,891	2,228,919.08	490,055.86	1,815,972.54	2,173,999.38	65.0%
325 ENGINEERING							
60 PERSONAL SERVICES	453,141	453,141	153,187.90	37,994.60	.00	299,953.10	33.8%
61 SUPPLIES	19,700	19,700	2,219.91	491.94	894.18	16,585.91	15.8%
62 OTHER SERVICES	1,834,339	1,834,339	635,638.70	119,799.95	27,710.54	1,170,989.76	36.2%
TOTAL ENGINEERING	2,307,180	2,307,180	791,046.51	158,286.49	28,604.72	1,487,528.77	35.5%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,430,816	3,430,816	911,771.17	222,063.32	9.24	2,519,035.59	26.6%
61 SUPPLIES	811,280	811,280	153,000.92	39,072.26	69,361.30	588,917.78	27.4%
62 OTHER SERVICES	2,090,035	2,094,035	507,101.45	83,539.69	298,050.90	1,288,882.65	38.4%
63 CAPITAL OUTLAY	0	4,146	.00	.00	.00	4,146.00	.0%
TOTAL LEISURE SERVICES	6,332,131	6,340,277	1,571,873.54	344,675.27	367,421.44	4,400,982.02	30.6%

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROF	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,546,638	1,546,638	473,335.89	116,824.11	.00	1,073,302.11	30.6%
61 SUPPLIES	39,110	39,110	6,579.06	1,521.04	1,671.84	30,859.10	21.1%
62 OTHER SERVICES	216,655	216,655	38,846.50	6,431.73	17,934.02	159,874.48	26.2%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,802,403	1,802,403	518,761.45	124,776.88	19,605.86	1,264,035.69	29.9%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	245,021	265,021	75,613.22	18,917.12	.00	189,407.78	28.5%
61 SUPPLIES	5,300	5,300	3,208.55	2,277.54	257.57	1,833.88	65.4%
62 OTHER SERVICES	106,615	86,615	6,353.55	84.51	100.00	80,161.45	7.5%
TOTAL ECONOMIC DEVELOPMENT	356,936	356,936	85,175.32	21,279.17	357.57	271,403.11	24.0%
TOTAL GENERAL FUND	-54,138	225,617	2,926,509.46	-1,380,399.96	3,135,841.38	-5,836,733.84	2687.0%
TOTAL REVENUES	-55,719,456	-55,912,123	-14,092,479.40	-5,364,223.94	.00	-41,819,643.60	
TOTAL EXPENSES	55,665,318	56,137,740	17,018,988.86	3,983,823.98	3,135,841.38	35,982,909.76	
030 DISASTER RELIEF							
000 REVENUES							
45 GRANTS FEDERAL	-4,844,298	-4,844,298	.00	.00	.00	-4,844,297.72	.0%
46 GRANTS STATE	-364,522	-364,522	.00	.00	.00	-364,522.00	.0%
TOTAL REVENUES	-5,208,820	-5,208,820	.00	.00	.00	-5,208,819.72	.0%
169 HURRICANE KATRINA							
62 OTHER SERVICES	676,833	676,833	3,380.00	.00	2,900.00	670,553.00	.9%
TOTAL HURRICANE KATRINA	676,833	676,833	3,380.00	.00	2,900.00	670,553.00	.9%
172 HURRICANE ISAAC							

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,686,473	1,686,473	912,326.94	.00	58,949.57	715,196.19	57.6%
TOTAL HURRICANE ISAAC	1,686,473	1,686,473	912,326.94	.00	58,949.57	715,196.19	57.6%
TOTAL DISASTER RELIEF	-2,845,514	-2,845,514	915,706.94	.00	61,849.57	-3,823,070.53	-34.4%
TOTAL REVENUES	-5,208,820	-5,208,820	.00	.00	.00	-5,208,819.72	
TOTAL EXPENSES	2,363,306	2,363,306	915,706.94	.00	61,849.57	1,385,749.19	
100 CAPITAL PROJECTS							
000 REVENUES							
45 GRANTS FEDERAL	-7,186,155	-8,598,098	-1,294,057.06	.00	.00	-7,304,040.94	15.1%
46 GRANTS STATE	-2,861,525	-3,191,881	-1,023,355.46	-111,180.32	.00	-2,168,525.54	32.1%
47 GRANTS OTHER	-707,039	-707,039	.00	.00	.00	-707,039.00	.0%
51 INTEREST EARNED	0	0	-2,065.10	-454.42	.00	2,065.10	100.0%
56 MISC REVENUE	-2,000,000	-2,000,000	-2,400.00	.00	.00	-1,997,600.00	.1%
TOTAL REVENUES	-12,754,719	-14,497,018	-2,321,877.62	-111,634.74	.00	-12,175,140.38	16.0%
345 CAPITAL PROJECTS - CAP							
62 OTHER SERVICES	744,524	900,024	33,403.69	-97,289.69	458,230.49	408,389.49	54.6%
63 CAPITAL OUTLAY	2,057,527	2,057,527	296,796.03	13,592.95	1,760,594.82	136.35	100.0%
64 CAPITAL PROJECTS	29,118,299	30,755,098	4,191,357.66	731,541.64	4,702,912.22	21,860,827.94	28.9%
TOTAL CAPITAL PROJECTS - CAP	31,920,350	33,712,649	4,521,557.38	647,844.90	6,921,737.53	22,269,353.78	33.9%
TOTAL CAPITAL PROJECTS	19,165,631	19,215,631	2,199,679.76	536,210.16	6,921,737.53	10,094,213.40	47.5%
TOTAL REVENUES	-12,754,719	-14,497,018	-2,321,877.62	-111,634.74	.00	-12,175,140.38	
TOTAL EXPENSES	31,920,350	33,712,649	4,521,557.38	647,844.90	6,921,737.53	22,269,353.78	
140 PUBLIC IMPROVEMENT 2001							
353 CAPITAL PROJECTS - PI 2001							

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

140 PUBLIC IMPROVEMENT 2001	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
64 CAPITAL PROJECTS	117,000	117,000	.00	.00	.00	117,000.00	.0%
TOTAL CAPITAL PROJECTS - PI 2001	117,000	117,000	.00	.00	.00	117,000.00	.0%
TOTAL PUBLIC IMPROVEMENT 2001	117,000	117,000	.00	.00	.00	117,000.00	.0%
TOTAL EXPENSES	117,000	117,000	.00	.00	.00	117,000.00	
141 PUBLIC IMPROVEMENT 2003							
355 PUBLIC IMPROVEMENT 2003							
64 CAPITAL PROJECTS	201,428	201,428	.00	.00	.00	201,428.00	.0%
TOTAL PUBLIC IMPROVEMENT 2003	201,428	201,428	.00	.00	.00	201,428.00	.0%
TOTAL PUBLIC IMPROVEMENT 2003	201,428	201,428	.00	.00	.00	201,428.00	.0%
TOTAL EXPENSES	201,428	201,428	.00	.00	.00	201,428.00	
200 COMMUNITY DEVELOPMENT							
000 REVENUES							
45 GRANTS FEDERAL	-7,928,718	-7,928,718	-582,119.82	.00	.00	-7,346,597.87	7.3%
51 INTEREST EARNED	0	0	-52.61	-13.23	.00	52.61	100.0%
TOTAL REVENUES	-7,928,718	-7,928,718	-582,172.43	-13.23	.00	-7,346,545.26	7.3%
511 COMMUNITY DEVELOPMENT							
60 PERSONAL SERVICES	93,328	93,328	31,705.46	7,935.09	.00	61,622.54	34.0%
61 SUPPLIES	2,400	2,400	347.07	189.64	.00	2,052.93	14.5%
62 OTHER SERVICES	14,408	14,408	1,655.38	255.70	.00	12,752.62	11.5%
64 CAPITAL PROJECTS	739,291	739,291	118,200.30	5,979.25	.00	621,090.62	16.0%
TOTAL COMMUNITY DEVELOPMENT	849,427	849,427	151,908.21	14,359.68	.00	697,518.71	17.9%
513 HOME CONSORTIUM							

CITY OF GULFPORT

YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	35,291	35,291	39,811.55	9,718.20	.00	-4,520.55	112.8%
61 SUPPLIES	500	500	.00	.00	.00	500.00	.0%
62 OTHER SERVICES	4,482	4,482	832.91	.00	.00	3,649.09	18.6%
85 HOME CONSORTIUM	1,445,035	1,445,035	300,822.56	7,621.00	.00	1,144,212.83	20.8%
TOTAL HOME CONSORTIUM	1,485,308	1,485,308	341,467.02	17,339.20	.00	1,143,841.37	23.0%
514 CDBG SUPPLEMENTAL FUNDS-KATRINA							
62 OTHER SERVICES	134,041	134,041	.00	.00	124,872.44	9,168.81	93.2%
64 CAPITAL PROJECTS	730,772	750,772	63,008.57	817.45	284,006.30	403,757.04	46.2%
TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	884,813	884,813	63,008.57	817.45	408,878.74	412,925.85	53.3%
TOTAL COMMUNITY DEVELOPMENT	-4,709,169	-4,709,169	-25,788.63	32,503.10	408,878.74	-5,092,259.33	-8.1%
TOTAL REVENUES	-7,928,718	-7,928,718	-582,172.43	-13,233	.00	-7,346,545.26	
TOTAL EXPENSES	3,219,548	3,219,548	556,383.80	32,516.33	408,878.74	2,254,285.93	
210 POLICE AND FIRE RETIREMENT							
000 REVENUES							
40 PROPERTY TAXES	-988,600	-988,600	-144,182.96	-121,985.67	.00	-844,417.04	14.6%
49 INTERGOVERNMENTAL	-34,000	-34,000	.00	.00	.00	-34,000.00	.0%
TOTAL REVENUES	-1,022,600	-1,022,600	-144,182.96	-121,985.67	.00	-878,417.04	14.1%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES	1,022,600	1,022,600	144,182.96	121,985.67	.00	878,417.04	14.1%
TOTAL POLICE AND FIRE RETIREMENT	1,022,600	1,022,600	144,182.96	121,985.67	.00	878,417.04	14.1%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,022,600	-1,022,600	-144,182.96	-121,985.67	.00	-878,417.04	
TOTAL EXPENSES	1,022,600	1,022,600	144,182.96	121,985.67	.00	878,417.04	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							

CITY OF GULFPORT

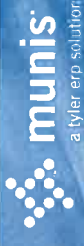


YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

275	POLICE FORFEITURE & SEIZURE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
49	INTERGOVERNMENTAL	0	-18,521	-25,915.42	-7,212.00	.00	7,394.82	139.9%
51	INTEREST EARNED	0	0	-51.53	-7.91	.00	51.53	100.0%
56	MISC REVENUE	0	0	-219.37	.00	.00	219.37	100.0%
58	OTHER FINANCING SRCE	0	0	7,195.50	7,195.50	.00	-7,195.50	100.0%
	TOTAL REVENUES	0	-18,521	-18,990.82	-24.41	.00	470.22	102.5%
276 FORFEITURES AND SEIZURES FED								
60	PERSONAL SERVICES	29,399	29,399	1,486.55	549.00	.00	27,912.94	5.1%
61	SUPPLIES	7,591	7,591	.00	.00	.00	7,590.70	.0%
62	OTHER SERVICES	10,000	10,000	.00	.00	.00	10,000.00	.0%
63	CAPITAL OUTLAY	319,038	319,038	214,781.00	23,305.12	86,184.54	18,072.85	94.3%
	TOTAL FORFEITURES AND SEIZURES FE	366,029	366,029	216,267.55	23,854.12	86,184.54	63,576.49	82.6%
277 FORFEITURES AND SEIZURES COUNT								
60	PERSONAL SERVICES	12,003	12,003	.00	.00	.00	12,002.50	.0%
61	SUPPLIES	11,380	11,380	9,121.39	2,840.00	1,776.80	481.47	95.8%
63	CAPITAL OUTLAY	127,957	146,478	74,466.97	-24,924.66	10,207.60	61,803.24	57.8%
	TOTAL FORFEITURES AND SEIZURES CO	151,339	169,860	83,588.36	-22,084.66	11,984.40	74,287.21	56.3%
	TOTAL POLICE FORFEITURE & SEIZURE	517,368	517,368	280,865.09	1,745.05	98,168.94	138,333.92	73.3%
	TOTAL REVENUES	0	-18,521	-18,990.82	-24.41	.00	470.22	
	TOTAL EXPENSES	517,368	535,889	299,855.91	1,769.46	98,168.94	137,863.70	
285 COASTAL NARCOTICS TASK FORCE								
286 POLICE NARCOTICS TASK FORCE								
61	SUPPLIES	75,942	75,942	-150.00	-50.00	.00	76,091.55	-.2%
63	CAPITAL OUTLAY	9,256	9,256	.00	.00	.00	9,256.00	.0%
	TOTAL POLICE NARCOTICS TASK FORCE	85,198	85,198	-150.00	-50.00	.00	85,347.55	-.2%

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285	COASTAL NARCOTICS TASK FORCE	ORIGINAL APPROP.	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL COASTAL NARCOTICS TASK FORCE	85,198	85,198	-150.00	-50.00	.00	85,347.55	-.2%
	TOTAL EXPENSES	85,198	85,198	-150.00	-50.00	.00	85,347.55	
300 MUNICIPAL DEBT SERVICE								
000 REVENUES								
40	PROPERTY TAXES	-4,610,278	-4,610,278	-728,928.60	-623,482.30	.00	-3,881,349.40	15.8%
49	INTERGOVERNMENTAL	-165,000	-165,000	.00	.00	.00	-165,000.00	.0%
51	INTEREST EARNED	0	0	-162.31	.00	.00	162.31	100.0%
	TOTAL REVENUES	-4,775,278	-4,775,278	-729,090.91	-623,482.30	.00	-4,046,187.09	15.3%
701 DEBT SERVICE								
65	DEBT SERVICE	5,686,000	5,686,000	3,586,689.19	.00	195,391.98	1,903,918.83	66.5%
	TOTAL DEBT SERVICE	5,686,000	5,686,000	3,586,689.19	.00	195,391.98	1,903,918.83	66.5%
	TOTAL MUNICIPAL DEBT SERVICE	910,722	910,722	2,857,598.28	-623,482.30	195,391.98	-2,142,268.26	335.2%
	TOTAL REVENUES	-4,775,278	-4,775,278	-729,090.91	-623,482.30	.00	-4,046,187.09	
	TOTAL EXPENSES	5,686,000	5,686,000	3,586,689.19	.00	195,391.98	1,903,918.83	
400 WATER/SEWER UTILITY FUND								
000 REVENUES								
50	CHARGES FOR SERVICE	-31,016,432	-31,016,432	-10,144,997.38	-2,054,128.71	.00	-20,871,434.62	32.7%
51	INTEREST EARNED	-3,000	-3,000	-2,300.83	-521.42	.00	-699.17	76.7%
56	MISC REVENUE	-1,795,000	-1,795,000	-599,833.30	-129,330.27	.00	-1,195,166.70	33.4%
57	OPERATING TRANSFERS	0	0	-100.00	.00	.00	100.00	100.0%
	TOTAL REVENUES	-32,814,432	-32,814,432	-10,747,231.51	-2,183,980.40	.00	-22,067,200.49	32.8%

811 UTILITY BILLING

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	994,720	994,720	265,994.83	63,173.78	4,230.00	724,495.17	27.2%
61 SUPPLIES	72,500	72,500	21,508.91	2,306.28	2,015.51	48,975.58	32.4%
62 OTHER SERVICES	2,269,654	2,269,654	396,998.84	231,402.72	34,592.35	1,838,062.81	19.0%
63 CAPITAL OUTLAY	30,000	30,000	.00	.00	.00	30,000.00	.0%
TOTAL UTILITY BILLING	3,366,874	3,366,874	684,502.58	296,882.78	40,837.86	2,641,533.56	21.5%
815 WATER OPERATIONS							
61 SUPPLIES	1,813,763	1,813,763	461,162.63	75,278.64	217,630.44	1,134,969.93	37.4%
62 OTHER SERVICES	2,885,366	2,885,366	1,106,256.13	184,818.91	1,224,676.65	554,433.22	80.8%
63 CAPITAL OUTLAY	7,000	7,000	-1,236.79	3,975.00	7,325.35	911.44	87.0%
TOTAL WATER OPERATIONS	4,706,129	4,706,129	1,566,181.97	264,072.55	1,449,632.44	1,690,314.59	64.1%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	201,296	201,296	34,763.53	8,641.73	.00	166,532.47	17.3%
61 SUPPLIES	909,086	909,086	163,676.42	33,909.99	211,651.08	533,758.50	41.3%
62 OTHER SERVICES	2,545,476	2,545,476	710,375.25	186,045.68	1,512,208.66	322,892.09	87.3%
TOTAL SEWER OPERATIONS	3,655,858	3,655,858	908,815.20	228,597.40	1,723,859.74	1,023,183.06	72.0%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,899,045	8,899,045	3,069,921.60	171,774.32	.00	5,829,123.40	34.5%
TOTAL DEBT SERVICE WATER AND SEWE	8,899,045	8,899,045	3,069,921.60	171,774.32	.00	5,829,123.40	34.5%
845 HCWWSWMD							
62 OTHER SERVICES	11,250,000	11,250,000	4,488,286.80	906,236.25	6,761,712.57	.63	100.0%
TOTAL HCWWSWMD	11,250,000	11,250,000	4,488,286.80	906,236.25	6,761,712.57	.63	100.0%
849 WATER AND SEWER PROJECTS							

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROF	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,455,754	1,971,754	394,505.01	79,620.05	1,193,045.15	384,203.50	80.5%
64 CAPITAL PROJECTS	12,929,095	12,903,058	717,359.87	56,980.04	2,953,519.11	9,232,179.45	28.4%
TOTAL WATER AND SEWER PROJECTS	14,384,849	14,874,812	1,111,864.88	136,600.09	4,146,564.26	9,616,382.95	35.4%
TOTAL WATER/SEWER UTILITY FUND	13,448,323	13,938,286	1,082,341.52	-179,817.01	14,122,606.87	-1,266,662.30	109.1%
TOTAL REVENUES	-32,814,432	-32,814,432	-10,747,231.51	-2,183,980.40	.00	-22,067,200.49	
TOTAL EXPENSES	46,262,755	46,752,718	11,829,573.03	2,004,163.39	14,122,606.87	20,800,538.19	
420 JOSEPH T JONES							
000 REVENUES							
50 CHARGES FOR SERVICE	-1,100,000	-1,100,000	-235,571.13	-30,878.34	.00	-864,428.87	21.4%
56 MISC REVENUE	0	0	-179.00	.02	.00	179.00	100.0%
TOTAL REVENUES	-1,100,000	-1,100,000	-235,750.13	-30,878.32	.00	-864,249.87	21.4%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	300,997	300,997	96,225.19	22,529.89	.00	204,771.81	32.0%
61 SUPPLIES	490,000	490,000	74,014.83	6,273.20	15,730.10	400,255.07	18.3%
62 OTHER SERVICES	300,000	300,000	69,884.47	14,487.51	3,202.57	226,912.96	24.4%
TOTAL JOSEPH T JONES	1,090,997	1,090,997	240,124.49	43,290.60	18,932.67	831,939.84	23.7%
TOTAL JOSEPH T JONES	-9,003	-9,003	4,374.36	12,412.28	18,932.67	-32,310.03	-258.9%
TOTAL REVENUES	-1,100,000	-1,100,000	-235,750.13	-30,878.32	.00	-864,249.87	
TOTAL EXPENSES	1,090,997	1,090,997	240,124.49	43,290.60	18,932.67	831,939.84	
500 GROUP HEALTH AND LIFE							
000 REVENUES							
50 CHARGES FOR SERVICE	-5,735,438	-5,735,438	-1,892,920.75	-486,157.29	.00	-3,842,517.25	33.0%
51 INTEREST EARNED	0	0	-130.92	-17.11	.00	130.92	100.0%

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500	GROUP HEALTH AND LIFE	ORIGINAL APPROF	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56	MISC REVENUE	-300,000	-300,000	-869,465.32	-77,723.11	.00	569,465.32	289.8%
	TOTAL REVENUES	-6,035,438	-6,035,438	-2,762,516.99	-563,897.51	.00	-3,272,921.01	45.8%
911 GROUP HEALTH AND LIFE								
62	OTHER SERVICES	6,845,500	6,845,500	3,263,487.02	767,926.69	.00	3,582,012.98	47.7%
	TOTAL GROUP HEALTH AND LIFE	6,845,500	6,845,500	3,263,487.02	767,926.69	.00	3,582,012.98	47.7%
	TOTAL GROUP HEALTH AND LIFE	810,062	810,062	500,970.03	204,029.18	.00	309,091.97	61.8%
	TOTAL REVENUES	-6,035,438	-6,035,438	-2,762,516.99	-563,897.51	.00	-3,272,921.01	
	TOTAL EXPENSES	6,845,500	6,845,500	3,263,487.02	767,926.69	.00	3,582,012.98	
510 CLAIMS CONTINGENCY								
000 REVENUES								
50	CHARGES FOR SERVICE	-3,057,504	-3,057,504	-753,225.50	-753,225.50	.00	-2,304,278.50	24.6%
51	INTEREST EARNED	-1,000	-1,000	-412.71	-117.19	.00	-587.29	41.3%
56	MISC REVENUE	0	0	-7,917.30	-20.00	.00	7,917.30	100.0%
	TOTAL REVENUES	-3,058,504	-3,058,504	-761,555.51	-753,362.69	.00	-2,296,948.49	24.9%
915 CLAIMS CONTINGENCY								
62	OTHER SERVICES	2,876,348	2,876,348	400,887.90	47,763.40	47,398.26	2,428,061.84	15.6%
	TOTAL CLAIMS CONTINGENCY	2,876,348	2,876,348	400,887.90	47,763.40	47,398.26	2,428,061.84	15.6%
	TOTAL CLAIMS CONTINGENCY	-182,156	-182,156	-360,667.61	-705,599.29	47,398.26	131,113.35	172.0%
	TOTAL REVENUES	-3,058,504	-3,058,504	-761,555.51	-753,362.69	.00	-2,296,948.49	
	TOTAL EXPENSES	2,876,348	2,876,348	400,887.90	47,763.40	47,398.26	2,428,061.84	
	GRAND TOTAL	27,455,751	28,275,469	10,381,439.20	-2,102,448.79	25,010,805.94	-7,116,776.10	125.2%

** END OF REPORT - Generated by Ginnie Hem **

CITY OF GULFPORT



YTD PROJECT BUDGET REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
030 DISASTER RELIEF							
18843 CITY-WIDE PROPERTY -HURR ISA	256,060	256,060	.00	.00	.00	256,060.00	.0%
18846 PIERS - ISAAC PW GCGNS15	1,091,166	1,091,166	616,450.31	.00	44,024.80	430,690.89	60.5%
18847 JETTIES - ISAAC PW GCGNS16	339,247	339,247	295,876.63	.00	14,924.77	28,445.30	91.6%
18890 ADMINISTRATION - OUTSIDE CONS	676,833	676,833	3,380.00	.00	2,900.00	670,553.00	.9%
TOTAL DISASTER RELIEF	2,363,306	2,363,306	915,706.94	.00	61,849.57	1,385,749.19	41.4%
TOTAL EXPENSES	2,363,306	2,363,306	915,706.94	.00	61,849.57	1,385,749.19	
100 CAPITAL PROJECTS							
NO PROJECT							
02341 SEAWAY ROAD WIDENING TEA 21	842,822	722,822	.00	93,136.43	.00	722,822.00	.0%
02382 JOSEPH T JONES MEMORIAL PARK	2,112,235	2,112,235	960,924.74	.00	1,028,699.30	122,610.96	94.2%
02386 JONES PARK \ HARBOR IMP '07	224,526	224,526	.00	.00	.00	224,526.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	1,011,885	1,011,885	.00	.00	.00	1,011,885.00	.0%
02394 LORRAINE ROAD BRIDGE @ BILOXI	3,945,525	3,945,525	436,762.10	50,855.12	2,853,156.83	655,606.07	83.4%
02405 DEDEAUX ROAD WIDENING PHASE 2	1,387	1,387	.00	.00	.00	1,387.15	.0%
02410 ORANGE GROVE COMM CENTER	228,269	228,269	14,999.38	1,921.26	67,177.99	146,091.63	36.0%
02425 GRANITE STONES	1,500	1,500	.00	.00	.00	1,500.00	.0%
02444 JONES PARK LIGHTING AND INFRA	10,000	10,000	.00	.00	8,660.00	1,340.00	86.6%
02452 ARMORY BUILDING UPGRADES	381,267	381,267	.00	.00	.00	381,267.00	.0%
02464 CITY HALL IMPROVEMENTS	1,379	1,379	.00	.00	.00	1,379.00	.0%
02480 HARBOR MASTER BULKHEAD	56,669	56,669	.00	.00	.00	56,669.00	.0%
02484 19TH ST COMMUNITY CENTER	240,506	240,506	.00	.00	.00	240,506.00	.0%
02501 SR 601 SEC 008 UTILITY RELOCA	18,689	18,689	.00	.00	.00	18,689.00	.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	1,714,967	1,714,967	.00	.00	.00	1,714,967.00	.0%
02505 FIRE STATION #8 - UPGRADE	861,486	1,081,842	906,993.13	.00	101,469.90	73,378.97	93.2%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	14,707	14,707	10,015.69	1,252.29	1,942.07	2,749.24	81.3%
02748 HARRISON CO DIST 4 PAVING PRO	0	550,000	.00	.00	.00	550,000.00	.0%
02759 IMPROVEMENTS TO STRUTHERS PRO	16,740	16,740	.00	.00	.00	16,740.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	109,061	109,061	.00	.00	4,092.50	104,968.50	3.8%
02770 JONES PARK IMP-LEO SEAL DONAT	120,447	120,447	.00	.00	.00	120,447.00	.0%
02775 WARD 1 PARKS IMPROVEMENT	110,049	110,049	.00	.00	.00	110,049.00	.0%
02779 2012 BOND ISSUE - ROAD IMPROV	20,000	20,000	.00	.00	.00	20,000.00	.0%
02781 2012 BOND ISSUE-ST PAVING PHA	1,184,451	846,451	.00	.00	.00	846,451.00	.0%
02784 2012 BOND ISSUE-ST PAVING PHA	7,321	7,321	.00	.00	7,320.01	.99	100.0%
02785 2012 BOND ISSUE-ST PAVING PHA	0	28,000	20,172.93	20,172.93	.00	7,827.07	72.0%
02786 2012 BOND ISSUE-ST PAVING PHA	88,057	148,057	29,701.50	29,701.50	78,492.17	39,863.33	73.1%
	28,134	28,134	-121,337.11	-137,122.36	.00	149,471.11	-431.3%

CITY OF GULFPORT



YTD PROJECT BUDGET REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02787 ST PAVING PHASE 7	388,432	388,432	.00	.00	7,337.06	381,094.94	1.9%
02788 2012 BOND - PHASE 8 / E TAYLO	513,021	513,021	66,909.00	66,909.00	20,696.74	425,415.26	17.1%
02789 2012 BOND ISSUE-ST PAVING PHA	150,056	150,056	.00	.00	4,986.11	145,069.89	3.3%
02792 TIDELANDS -2013 - YACHT BASIN	281,839	281,839	.00	.00	.00	281,839.00	.0%
02793 MAYS RD & SIMPSON RD PROJECT	11,485	11,485	.00	.00	.00	11,485.00	.0%
02796 2012 BOND ADMIN SELECT-COURTH	521,961	521,961	27,596.10	.00	86,092.09	408,272.81	21.8%
02804 LANDON RD WIDENING	180,000	990,301	137,122.36	137,122.36	12,348.11	840,830.53	15.1%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	146,871	558,513	21,928.48	14,115.41	14,142.10	522,442.42	6.5%
02812 DOLAN AVE DRAINAGE PROJECT	8,985	8,985	.00	.00	6,452.58	2,532.42	71.8%
02814 TIDELANDS 14 YACHT BASIN	225,000	225,000	.00	.00	.00	225,000.00	.0%
02815 TIDELANDS 15 J HILL PARK BAYO	113,067	113,067	.00	.00	.00	113,067.00	.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	86,518	86,518	11,714.79	2,207.44	5,975.06	68,828.15	20.4%
02818 SEASONAL LIGHT SHOW	2,286,320	2,286,320	1,234,385.81	89,964.53	201,106.48	850,827.71	62.8%
02901 POOLE STREET DRAINAGE	67,820	67,820	.00	.00	67,820.00	.00	100.0%
02902 GARY & DARREN ST DRAINAGE	53,933	53,933	47,372.68	.00	5,423.12	1,137.00	97.9%
02903 WHITNEY DRIVE DRAINAGE	100,000	100,000	.00	.00	.00	100,000.00	.0%
02904 AIRPORT ROAD PAVING	200,000	200,000	.00	.00	.00	200,000.00	.0%
02905 HAND DRIVE DRAINAGE	53,804	53,804	.00	.00	9,648.23	44,155.77	17.9%
02906 HARRISON AVE BOX CULVERT	67,558	67,558	.00	.00	67,557.68	.00	100.0%
02907 HIGHWAY 49 @ 18TH ST DRAINAGE	50,000	50,000	.00	.00	.00	50,000.00	.0%
02908 GREENVIEW DRAINAGE	220,501	220,501	.00	.00	30,281.50	190,219.00	13.7%
02909 EPA STORMWATER PHASE 2 PROJEC	25,000	25,000	.00	.00	.00	25,000.00	.0%
02910 GLENDALE ST PANEL REPLACEMENT	1,438	1,438	.00	.00	.00	1,438.09	.0%
02911 ONEAL RD WIDENING PHASE 2	98,313	98,313	.00	.00	.00	98,313.00	.0%
02912 THREE RIVERS RD WIDENING (SEA	98,314	98,314	.00	.00	.00	98,314.00	.0%
02913 ADA COMPLIANCE PROJECTS	25,000	25,000	.00	.00	.00	25,000.00	.0%
02914 ROYAL STREET/ST CHARLES DRAIN	200,000	200,000	12,281.00	3,986.50	4,219.00	183,500.00	8.3%
02915 PUBLIC WORKS EQUIPMENT	228,967	228,967	228,831.40	.00	.00	135.80	99.9%
02916 GULFPORT HIGH DRAINAGE PROJEC	250,000	250,000	149,060.35	137,781.89	4,210.20	96,729.45	61.3%
02917 THIRD ST DRAINAGE PROJECT	26,160	26,160	20,344.00	.00	.00	5,816.00	77.8%
02918 MILL RD DRAINAGE PROJECT	40,000	40,000	.00	.00	.00	40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	35,000	.00	.00	.00	35,000.00	.0%
02920 LEISURE SERVICES PROJECTS	188,141	188,141	.00	.00	9,057.50	179,083.60	4.8%
02930 SOCCER FIELDS @ 34TH ST	2,500,000	2,500,000	.00	.00	.00	2,500,000.00	.0%
02936 BAYOU VIEW ADA IMPROVEMENTS	400,000	400,000	29,458.21	3,249.27	182,381.81	188,159.98	53.0%
02936 MIDDLE DRIVE OVERLAY	0	0	91,982.38	91,982.38	.00	28,017.62	76.7%
02940 SOFTBALL FIELD EXPANSION SPOR	5,992,368	5,992,368	40,939.99	9,708.50	45,638.74	5,905,789.27	1.4%
05441 28TH ST PARK IMPROVEMENTS 14	18,240	18,240	.00	.00	.00	18,240.00	.0%
05849 BRICKYARD BAYOU DRAINAGE	815,212	815,212	58,176.89	15,491.25	189,475.71	567,559.00	30.4%
05850 COFFEE CREEK DRAINAGE/RECREAT	70,388	70,388	17,256.95	1,816.25	35,282.12	17,848.50	74.6%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,828,560	1,828,560	67,964.63	13,592.95	1,760,594.82	.00	100.0%
41147 PLAYGROUND MODULES	0	50,000	.00	.00	.00	50,000.00	.0%
TOTAL CAPITAL PROJECTS	31,920,350	33,712,649	4,521,557.38	647,844.90	6,921,737.53	22,269,353.78	33.9%
TOTAL EXPENSES	31,920,350	33,712,649	4,521,557.38	647,844.90	6,921,737.53	22,269,353.78	

CITY OF GULFPORT



YTD PROJECT BUDGET REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

140	PUBLIC IMPROVEMENT 2001	ORIGINAL APPROF	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
140 PUBLIC IMPROVEMENT 2001								
08006	PASS ROAD WIDENING EAST OF CO	117,000	117,000	.00	.00	.00	117,000.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2001	117,000	117,000	.00	.00	.00	117,000.00	.0%
	TOTAL EXPENSES	117,000	117,000	.00	.00	.00	117,000.00	
141 PUBLIC IMPROVEMENT 2003								
01013	28TH STREET FIVE LANE TEA21	156,696	156,696	.00	.00	.00	156,696.00	.0%
01032	ONEAL ROAD WIDENING PHASE 2	40,486	40,486	.00	.00	.00	40,486.00	.0%
02502	DRAINAGE PROJECTS 2013	4,246	4,246	.00	.00	.00	4,246.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2003	201,428	201,428	.00	.00	.00	201,428.00	.0%
	TOTAL EXPENSES	201,428	201,428	.00	.00	.00	201,428.00	
200 COMMUNITY DEVELOPMENT								
05338	EAST NORTH GLFPT PARK PLAYGRN	109,416	125,000	.00	.00	.00	125,000.00	.0%
05400	ADMINISTRATION 2014	480	480	479.20	.00	.00	.80	99.8%
05433	EMERGENCY HOUSING REPAIR 2014	64,955	64,955	53,795.50	5,630.00	.00	11,159.60	82.8%
05440	HOUSING SAFETY PROGRAM	125,011	125,011	.00	.00	.00	.00	.0%
05441	28TH ST PARK IMPROVEMENTS 14	109,656	109,656	33,228.71	8,380.43	.00	125,010.92	.0%
05505	ADMINISTRATION 2015	10,000	10,000	10,000.00	.00	.00	76,427.29	30.3%
05510	CATHOLIC SOCIAL SERVICES 2015	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05511	CENTER FOR PREVENTION OF CHIL	15,000	15,000	10,000.00	.00	.00	.00	100.0%
05512	DE L'EPEE DEAF CENTER 2015	10,000	10,000	11,167.48	349.25	.00	3,832.52	74.4%
05513	GULF COAST COMM MINISTRIES 20	10,000	10,000	8,862.13	.00	.00	1,137.87	88.6%
05514	GULF COAST WOMEN'S CTR NONVIO	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05515	ST VINCENT DEPAUL PHARMACY 20	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05516	EMERGENCY HOUSING REPAIR 2015	103,916	103,916	.00	.00	.00	.00	100.0%
05517	VARIOUS PUBLIC FACILITIES/PARK	270,000	245,409	.00	.00	.00	103,916.00	.0%
05518	SOUTH MS AIDS TASK FORCE 2015	0	10,000	4,375.19	.00	.00	245,408.90	.0%
05801	DOWNTOWN STREET SCAPE ENHANCE	600,481	600,481	62,191.12	.00	316,355.93	5,624.81	43.8%
05825	MUNICIPAL COMPLEX DOWNTOWN	128,306	128,306	.00	.00	.00	221,933.74	63.0%
05820	SEAWAY ROAD	24,931	24,931	.00	.00	.00	128,306.00	.0%
05845	WEST HARBOR EXPANSION	10,000	10,000	.00	.00	.00	24,931.00	.0%
05848	HARBOR ELEVATED FUEL FACILITY	91,641	91,641	.00	.00	92,522.81	10,000.00	.0%
							-881.56	101.0%

CITY OF GULFPORT



YTD PROJECT BUDGET REPORT FOR MONTH ENDING JANUARY 31, 2016

FOR 2016 04

	ORIGINAL APPROF.	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
05850 COFFEE CREEK DRAINAGE/RECREAT	29,454	29,454	817.45	817.45	.00	28,636.67	2.8%
TOTAL COMMUNITY DEVELOPMENT	1,734,240	1,734,240	214,916.78	15,177.13	408,878.74	1,110,444.56	36.0%
TOTAL EXPENSES	1,734,240	1,734,240	214,916.78	15,177.13	408,878.74	1,110,444.56	
400 WATER/SEWER UTILITY FUND							
NO PROJECT	936,527	253,527	4,548.05	4,548.05	43,180.00	205,798.95	18.8%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02901 POOLE STREET DRAINAGE	23,000	23,000	.00	.00	22,909.00	91.00	99.6%
05801 DOWNTOWN STREET SCAPE ENHANCE	0	22,000	20,650.16	20,650.16	.00	1,349.84	93.9%
81517 LYMAN UTILITY PURCHASE	0	112,963	112,962.62	.00	.00	38.00	100.0%
81522 UTILITY ACQUISITION	893	40,893	33,380.81	10,993.41	.00	7,512.19	81.6%
82562 SEAWAY ISLAND WATER MAIN CONN	866,724	844,724	7,696.00	.00	17,298.00	819,729.50	3.0%
82564 38TH AVE SEWER PROJECT	175,076	175,076	.00	.00	130,315.39	44,760.75	74.4%
82565 BAYOU VIEW TANK REPLACEMENT	2,071,700	2,071,700	26,200.06	2,433.01	230,549.94	1,814,950.00	12.4%
82566 HATTEN LANE SEWER IMPROVEMENT	783,643	783,643	519,598.28	57,280.74	138,240.47	125,804.69	83.9%
82567 POPLAR CIRCLE CHAMBERLAIN AVE	1,317,518	1,317,518	23,991.11	2,043.66	43,392.19	1,250,135.00	5.1%
82568 PH 1WEST 28TH ST WATER MAIN I	1,649,556	1,649,556	47,344.25	6,751.50	150,758.50	1,451,453.50	12.0%
82569 PH 2WEST 28TH ST WATER MAIN I	1,622,217	1,622,217	16,217.50	1,660.00	153,022.39	1,452,977.00	10.4%
82570 RETREAT VILLAGE/OAKLEIGH MANO	1,554,860	2,074,860	10,659.54	5,864.31	2,041,700.03	22,500.78	98.9%
82571 PUMP STATION REHABILITATION	1,153,413	1,153,413	44,415.00	8,235.00	104,278.50	1,004,719.00	12.9%
82572 BENEFIELD SEWER REPLACEMENT	1,296,930	1,296,930	57,086.44	1,397.00	20,010.61	1,219,832.50	5.9%
82573 LYMAN GRAVITY SEWER	632,912	735,912	8,223.92	4,117.75	717,613.33	10,074.25	98.6%
82574 BILOXI RIVER ESTATES PAVING	150,000	150,000	127,356.17	2,420.00	15,327.41	22,643.83	84.9%
82575 FIBER OPTIC COMM PLAN	88,607	88,607	43,329.47	.00	.00	40,362.00	.0%
82576 SEWER MANHOLE FAILURE 34TH AV	40,362	40,362	.00	.00	.00	40,362.00	100.0%
82578 HERRING ROAD SEWER	0	110,134	6,411.00	6,411.00	103,783.00	70,000.00	.0%
82579 SAUCIER LN/BEAULAH CHURCH RD	0	70,000	.00	.00	.00	70,000.00	100.0%
82580 HWY 49/OR GR/SSWAN/3 RVRS	0	62,800	1,794.50	1,794.50	61,005.50	.00	100.0%
82581 FORREST HEIGHTS SEWER SYSTEM	0	15,000	.00	.00	15,000.00	.00	100.0%
82582 LAURELWOOD, SULLIVAN, DUCKWORTH	0	71,000	.00	.00	71,000.00	.00	100.0%
82583 THREE RVRS FR ONEAL TO DCKWRT	0	68,006	.00	.00	67,180.00	826.00	98.8%
TOTAL WATER/SEWER UTILITY FUND	14,384,849	14,874,812	1,111,864.88	136,600.09	4,146,564.26	9,616,382.95	35.4%
TOTAL EXPENSES	14,384,849	14,874,812	1,111,864.88	136,600.09	4,146,564.26	9,616,382.95	
GRAND TOTAL	50,721,173	53,003,435	6,764,045.98	799,622.12	11,539,030.10	34,700,358.48	34.5%

** END OF REPORT - Generated by Ginnie Hem **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/27/2016

Subject: Letter of recommendation - regarding bids received by Purchasing for Backstop Padding and Installation - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: January 26, 2016

Re: Department of Leisure Services
Backstop Padding & Installations

I have reviewed the quotes received on the above referenced item and find Richardson Athletics LLC., to be the lowest and best bid for a total amount of \$13,096.00.

I have issued Purchase Order # 185250 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Backstop Padding & Installation

Leisure Services Department

Bid Date: January 26, 2016

PO# 1852501

Richardson Athletics, LLC			
Description	Qty	Unit Price	Extended Price
Backstop padding 2'4" Poly Foam & 18oz Vinyl	334lf	\$30.48	\$ 10,181.34
no folds-grommets on Top only			
Labor to install padding on the sides of fields 1,3, 4			\$ 2,210.00
Freight			\$ 705.64
Total Cost			\$ 13,096.98

Nixon Building Services			
Description	Qty	Unit Price	Extended Price
Backstop padding 2'4" Poly Foam & 18oz Vinyl	334lf	\$33.15	\$ 11,072.10
no folds-grommets on Top only			
Labor to install padding on the sides of fields 1,3, 4			\$ 3,015.00
Freight			\$ -
Total Cost			\$ 14,087.10

Southern Athletics Fields, Inc.			
Description	Qty	Unit Price	Extended Price
Backstop padding 2'4" Poly Foam & 18oz Vinyl	334lf	\$32.92	\$ 10,995.00
no folds-grommets on Top only			
Labor to install padding on the sides of fields 1,3, 4			\$ 2,500.00
Freight			\$ 750.00
Total Cost			\$ 14,245.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/28/2016

Subject: Letter of recommendation regarding mitigation credits for the Gulfport Sportsplex Expansion Project - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 28, 2016

Re: Mitigation Credit Purchase for
Gulfport Sportsplex Expansion

I have reviewed the bids received on the above referenced item and find Wetland Solutions to be the lowest and best bid as submitted for a total bid amount of \$26,868.00.

I have issued Purchase Order #185283 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO# 185283

Bids Received: 01-27-2016

Mitigation Credits - Sportsplex Expansion

Description	Wetland Solutions	Soterra	Gulf Coast Wetland Mitigation Answers	The Conservation Fund
Cost Proposal on 3.9 mitigation credits pursuant to the permit for the City of Gulfport Sportsplex Expansion.	\$26,868.00	\$ 44,850.00	\$ 30,806.00	\$ 40,950.00

January 27, 2016

Mr. David D'Aquila, Director
Gulfport Department of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

**RE: Gulfport Sportsplex – Wetlands Mitigation Credits
Gulfport, Mississippi**

Dear Mr. D'Aquila:

As you know, quotes were received today at the Gulfport Procurement Department for the above referenced project. A total of four (4) quotes were received.

Wetlands Solutions Holdings, LLC submitted the lowest quote of \$26,868.00. Therefore, we recommend award to Wetlands Solutions Holding, LLC.

If you should have any questions or comments relative to this matter, please do not hesitate to contact us at (228) 864-7612.

Sincerely,



Bill Mitchell, P.E.

Enclosure

cc: Ms. Connie Debenport – Gulfport Procurement Department



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 02/04/2016

Subject: Letter of recommendation - regarding bids received by Purchasing for Envelopes -
Utility Billing Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: February 2, 2016

Re: Envelopes for Utility Billing
Bids received in Purchasing 02-02-16

I have reviewed the bids received on the above referenced item and found Clay's Print Shop to be the lowest and best bid submitted for a total amount of \$10,476.00

I have issued Purchase Order #185357 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Water Department Envelopes
Utility Billing
PO # 185357

		Description	Clay's Print Shop Gulfport, MS		Competitive Printing Gulfport, MS		Coast Printing Company	
QTY	UOM		Ext. Price		Ext. Price		Ext. Price	
1	EA	190,000 #9-24 Envelopes & 190,000 #10-24 Window Envelopes	\$10,476.00		\$10,969.00		\$10,704.00	
		TOTAL	\$ 10,476.00		\$ 10,969.00		\$ 10,704.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 02/03/2016

Subject: Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 02/01/2016

Subject: Legal Notice - advertisement for bids for pump station rehabilitation - Phase 1.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Linda Elias, Finance
Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 1/29/2016
Re: Request Authority to Advertise for Bid
- Pump Station Rehabilitation – Phase I

I request authority to advertise for bids for the referenced project, with bids to be received on March 24, 2016. Attached is a copy of the Advertisement for Bids.

The project consists of the furnishing materials and labor to perform certain renovations, modifications and upgrades to the existing City of Gulfport sewage collection, pumping, and transportation systems. This work includes the construction of approximately 4,850 linear feet of gravity sewer mains (8" to 10" in diameter); 22 manholes; approximately 350 linear feet of 4"-diameter force mains; renovations for pumping stations, which may include but not be limited to: piping modifications, abandonment of an existing station, replacing valves and discharge piping, installation of bypass assemblies, construction of valve vaults, installation of guide rails for pump systems, replacement of existing wet well tops, application of interior protective coatings to wet wells and designated manholes; along with other associated work and restoration of all disturbed facilities.

The project is completely funded by the 2014 Bond Issue. The firm of A. Garner Russell & Associates, Inc. has completed the engineering design and will oversee construction and provide inspection services.

Please place this item on the February 16, 2016, Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Advertisement

**City of Gulfport
Pump Station Rehabilitation – Phase I
Advertisement for Bids**

Sealed Bids for Pump Station Rehabilitation will be received by the City of Gulfport, at the Office of Procurement at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m., local time on March 24, 2016, at which time the Bids received will be publicly opened and read.

The project consists of the furnishing materials and labor to perform certain renovations, modifications and upgrades to the existing City of Gulfport sewage collection, pumping, and transportation systems. This work includes the construction of approximately 4,850 linear feet of gravity sewer mains (8" to 10" in diameter); 22 manholes; approximately 350 linear feet of 4"-diameter force mains; renovations for pumping stations, which may include but not be limited to: piping modifications, abandonment of an existing station, replacing valves and discharge piping, installation of bypass assemblies, construction of valve vaults, installation of guide rails for pump systems, replacement of existing wet well tops, application of interior protective coatings to wet wells and designated manholes; along with other associated work and restoration of all disturbed facilities.

This Issuing Office for the Bidding Documents is A. Garner Russell & Associates, Inc., Consulting Engineers, 520 33rd Street, Gulfport, MS 39507. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above. Printed Bidding Documents may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office's receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is \$150.00 per set.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Bid security shall be furnished in accordance with the Instruction to Bidders.

A non-mandatory Pre-Bid Conference will be held on March 9, 2016 at 1:00 PM local time in the Engineering Conference Room, 4050 Hewes Avenue, Gulfport, MS 39507.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

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

The Owner reserves the right to waive any informalities or to reject any or all bids. Lowest and best bid submitted will be the determining factor for contract award.

Publish Dates:
Sun Herald and Clarion Ledger:
February 19, 2016
February 26, 2016



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 02/05/2016

Subject: Legal Notice - advertisement for bids for Bayou View Ball field Structure.

Recommendation:

ADVERTISEMENT FOR BIDS

Bayou View Ball Fields New Toilet Facility Gulfport, Mississippi

Sealed bids for the Bayou View Ball Fields New Toilet Facility and other related work will be received by the City of Gulfport Procurement Department at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501, until 10:00 a.m., Local Time, on March 21, 2016, and then at said location publicly opened and read aloud.

Scope of Work: Erection of a 20' x 40' toilet structure/pavilion on the present site of the Bayou View Ball Fields.

The Contract Documents and Plans may be examined at the following locations:

Keleal S. Hassin Jr. Architect
549 E. Pass Road, Suite F
Gulfport, MS 39507
(228) 896-5317

Copies may be obtained at the office of Keleal S. Hassin Jr. Architect, upon the refundable payment of \$100.00 for each set.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit his bid security in the amount, form, and subject to the conditions provided in the Information for Bidders.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. Lowest and best bid submitted will be the determining factor for contract award.

Published by order of the Gulfport City Council; this the 16th day of February, 2016.

Publish Dates:
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