



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, April 16, 2024

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for March 28, 2024 SCM.
- 2 Approval of Minutes - for April 2, 2024.

Code Enforcement / Planning

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

Ordinances

- 5 Ordinance - providing for removal or deletion of one (1) "Utility Billing Customer Service Representative" position, from the City of Gulfport, Mississippi's Salary Grade Schedule, and for related purposes.
- 6 Ordinance - providing for the salary of compensation for one (1) additional "Call Center Customer Service Representative" position, and for related purposes.

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

Resolutions

- 8 Resolution - declaring certain and various vehicles, machinery, equipment, furnishings, and other items of municipal personal property to be surplus property which is no longer used or needed by the municipality and declared to have no value to the municipality and authorizing sale of said items of municipal personal property, and for related purposes.
- 9 Resolution - declaring sole source vendor and authorizing purchase of additional LED displays for the Gulfport Harbor Lights Winter Festival from Universal Concepts, and for related purposes.
- 10 Resolution - determining, establishing, and designating an Urban Renewal Area (Town Center) within the City of Gulfport, Mississippi, as appropriate for Urban Renewal Plans, Projects, and Development, and for related purposes.
- 11 Resolution - approving Agreement with the Gulfport Redevelopment Commission and the Mississippi Aquarium, for use of real property for an Employee Event, and for related purposes.
- 12 Resolution - approving Award to and Contract with Blue Diving and Salvage, LLC, for the Ken Combs Boat Launch Dredging due to Hurricane Zeta Project, and for related purposes.
- 13 Resolution - awarding bids and approving Contracts with Consolidated Pipe & Supply Company for various Term Contracts, and for related purposes.
- 14 Resolution - awarding bids and approving Contracts for Term Contract Group K - Pumps for Lift Stations, and for related purposes.
- 15 Resolution - approving Engineering Services Contract with Covington Civil and Environmental, LLC, for the Hydraulic Model Update for Gulfport's Water Distribution System, and for related purposes.
- 16 Resolution - approving Letter of Credit issued in connection with Pafford EMS of Mississippi, Inc., and for related purposes.
- 17 Resolution - approving Order Form Amendment with Fifth Asset, Inc., d/b/a DebtBook, and for related purposes.
- 18 Resolution - approving Amendment No. 2 to Professional Services Agreement with Sports Facilities Advisory, LLC, and for related purposes.

- 19 Resolution - approving the temporary closure of municipal right of way for JZ 94.5's Juneteenth Celebration, and for related purposes.
- 20 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2024 JZ 94.5's Juneteenth Celebration, and for related purposes.
- 21 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Southwestern Athletic Conference (SWAC) Softball Tournament Awards Banquet, and for related purposes.
- 22 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with 2024 Taste Rattle and Roll, and for related purposes.
- 23 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with Aetna's Senior Prom, and for related purposes.
- 24 Resolution - recognizing Handsboro Mississippi City Civic Organization adopting a section of Tegarden Road, through Harrison County Beautification Commission's Adopt-A-Roadway Program, and for related purposes.
- 25 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.
- 26 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 27 Budget Amendment #58 - appropriating funds for JZ 94.5's Juneteenth Celebration.
- 28 Budget Amendment #59 - increasing Gulfport Harbor Lights Winter Festival operational and capital outlay.
- 29 Docket of Claims - to be approved through April 17, 2024.

Routine Agenda

- 30** Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 31** Code Enforcement Notice(s) - to be made a part of the minutes.
- 32** Privilege License Report - for the month of March 2024 - to be made a part of the minutes.
- 33** Public Records Request - for the month of March 2024 - to be made a part of the minutes.
- 34** Letter - regarding bid awarded by Purchasing to Kirk Auto World Inc. for Ram 1500 - Events - to be made a part of the minutes.
- 35** Letter - permission to enter into negotiations with Stantec Consulting Services, Inc. for the Lead Copper Rule Revision Project.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Richard Thomas Shaver**
- **Mrs. Brenda Valles**

Executive Session

Setting of Next Meeting and Adjournment

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711L-02-011.000	1523 STEWART AVE	CARDENAS JUAN
0710P-03-006.000	2909 39TH AVE	DAVIS MALCOLM
0710P-03-005.000	2911 39TH AVE	DISMUKES SURLEANER
0710P-03-012.000	2801 39TH AVE	THIGPEN DORRIS L
0710P-03-016.001	2908 40TH AVE	STOKES JERRY M & MARTHA ANN
0811E-04-024.000	2109 31ST AVE	LEE FAITH D
0811L-04-068.000	3300 WEST RAILROAD ST	WESTCOTT ROY N
0811L-04-061.000	3318 WEST RAILROAD ST	LUU THOAMINH SERA TRUSTEE
0711K-04-046.000	1520 DIXIE AVE	ST CLAIR SHANIEL
0711J-06-051.001	1306 WOODWARD AVE	UP THE CREEK WITHOUT A PADDLE LLC
0711J-06-051.000	WOODWARD AVE	UP THE CREEK WITHOUT A PADDLE LLC

WARD 3

PARCEL	LOCATION	OWNER
0810G-02-006.000	14510 JACKSON ST	GOFF MARGARET M
0811B-06-015.000	2510 19TH AVE	CUMBERLAND MILFORD E III

WARD 4

PARCEL	LOCATION	OWNER
1010G-02-016.000	2090 EAST PASS RD	NGUYEN MINH ETAL
0808O-02-111.000	101 RALPH DR	TOLAR TERRY & EILERMANN JANET

WARD 6

PARCEL	LOCATION	OWNER
0907I-05-054.000	12111 BOLES BLVD	PARKS JIMMY L

WARD 7

PARCEL	LOCATION	OWNER
0807C-01-012.000	14367 PECAN HILL DR	MCKISSICK HENRY THOMAS

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

CARDENAS JUAN
1523 STEWART AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711L-02-011.000
1523 STEWART AVE

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

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/16/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13079

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

CARDENAS JUAN
1965 REHRMANN DR
DIXON, CA 95620

Reference: Tax Parcel Number: 0711L-02-011.000
1523 STEWART AVE

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

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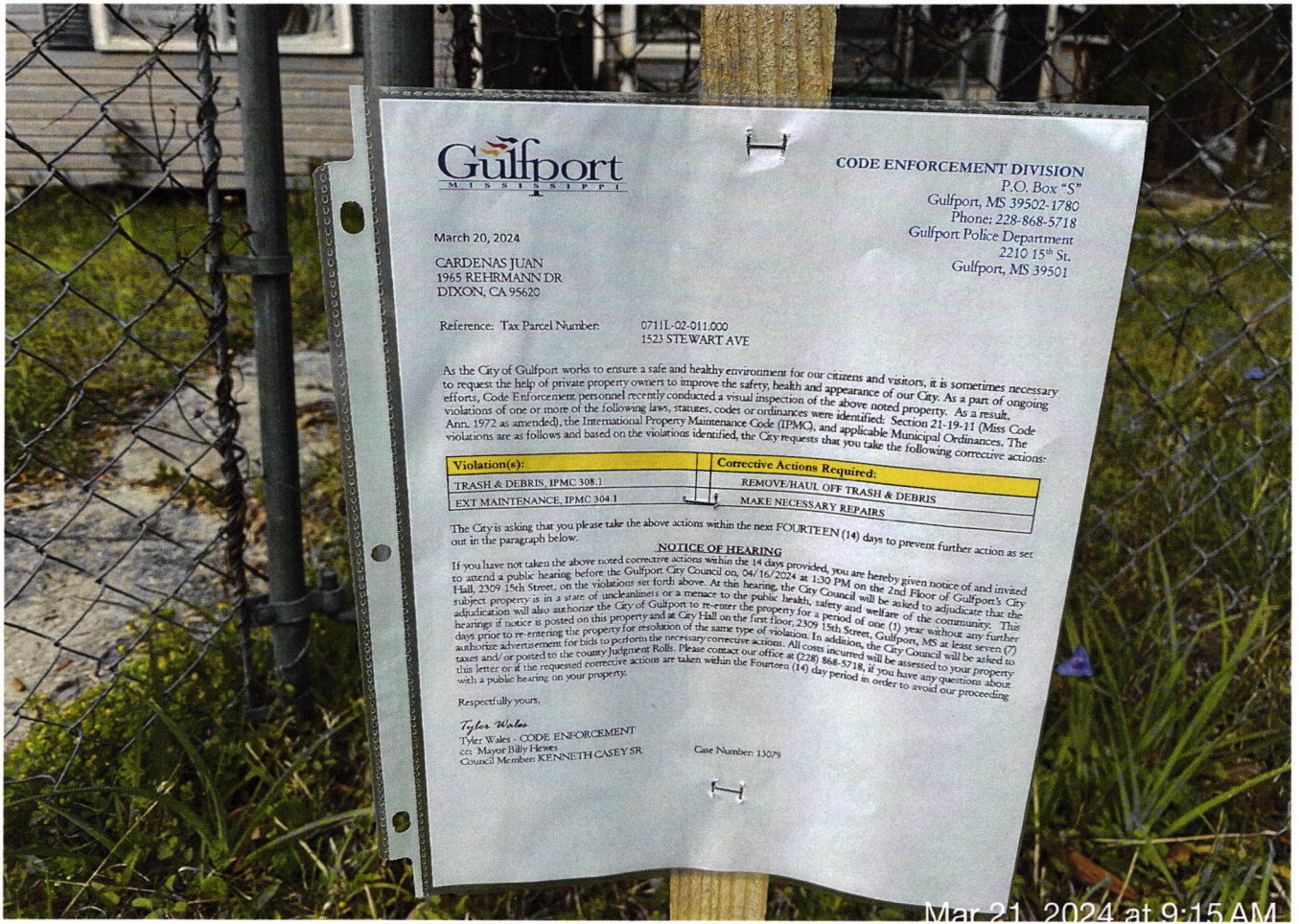
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13079







Mar 21, 2024 at 9:15 AM

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

DAVIS MALCOLM
2909 39TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710P-03-006.000
2909 39TH AVE

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

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

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

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 13451





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

DISMUKES SURLEANER

2911 39TH AVE

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710P-03-005.000
2911 39TH AVE

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

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INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
RECREATIONAL EQUIPMENT ORDINANCE	REMOVE RECREATIONAL ORDINANCE

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13456







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

THIGPEN DORRIS L
2801 39TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710P-03-012.000
2801 39TH AVE

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

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INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO * SHED *
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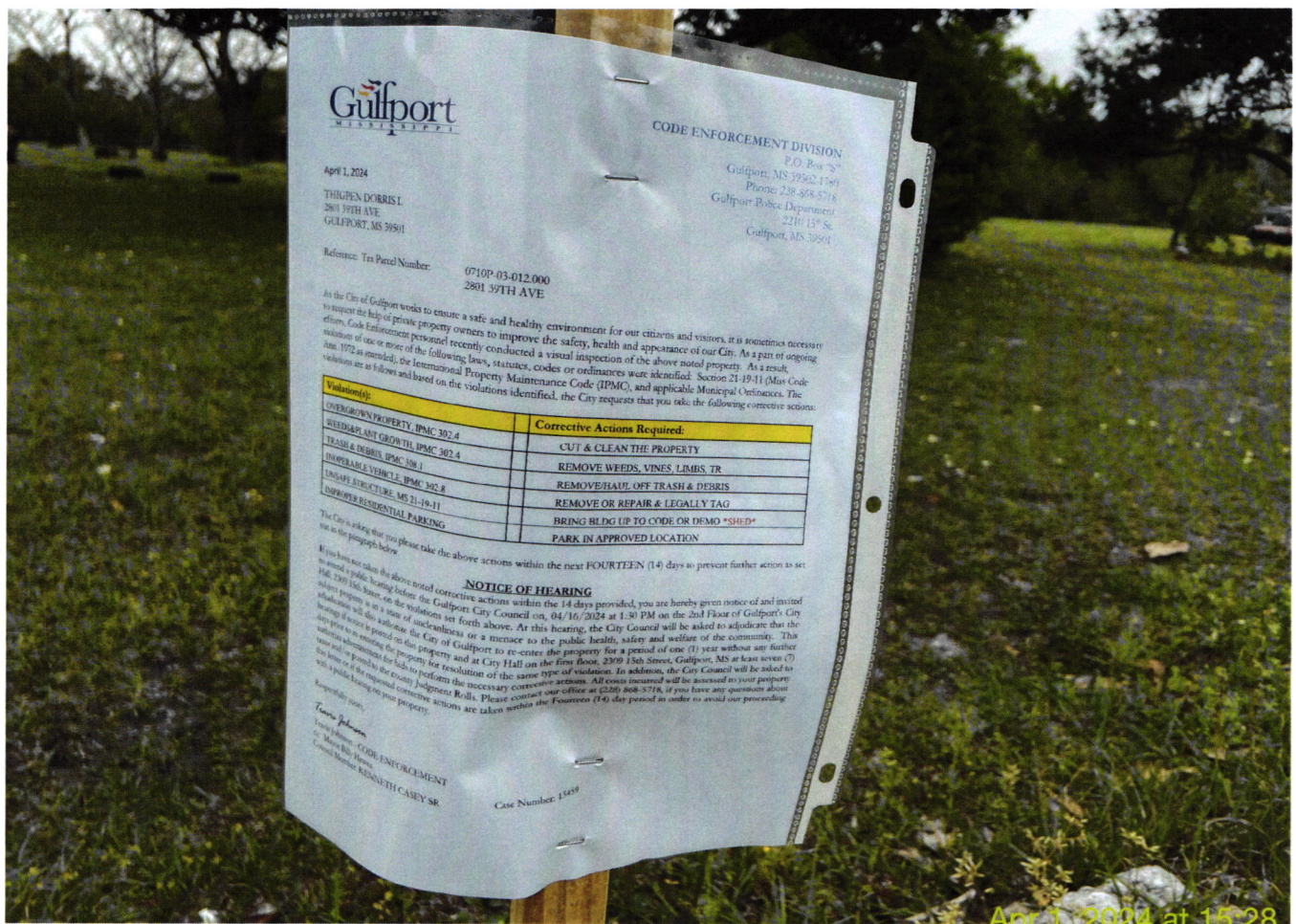
Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13459





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

STOKES JERRY M & MARTHA ANN
13610 RIVER ROAD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0710P-03-016.001
2908 40TH AVE

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

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WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
FURNITURE OUTDOORS,IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13460

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

STOKES JERRY M & MARTHA ANN
2908 40TH AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0710P-03-016.001
2908 40TH AVE

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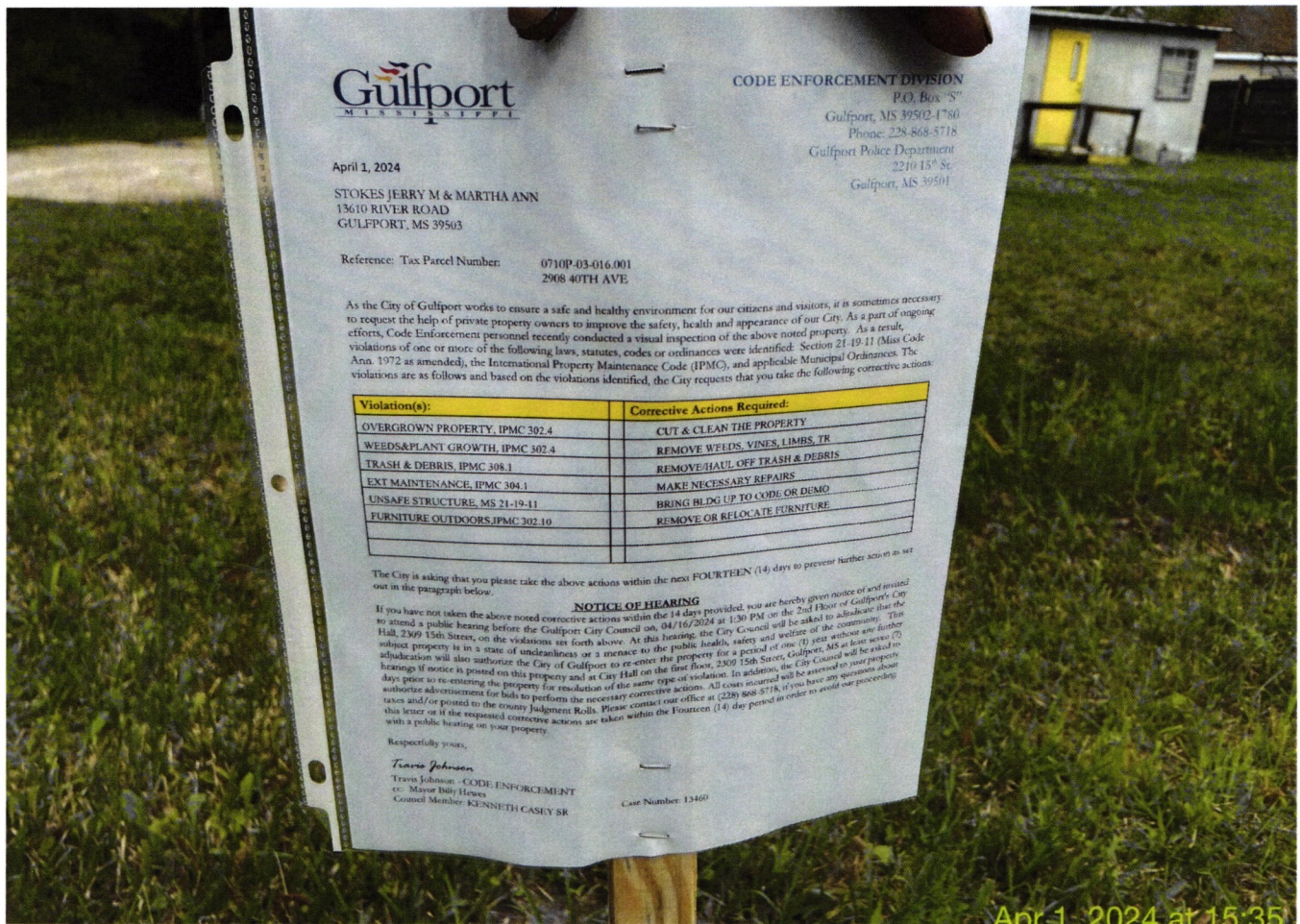
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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 13460







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

LEE FAITH D
2109 31ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-04-024.000
2109 31ST AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/16/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13556

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

LEE FAITH D
117 CONNIE DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0811E-04-024.000
2109 31ST AVE

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

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

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

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If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/16/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13556



Mar 21, 2024 at 9:04 AM



Mar 21, 2024 at 9:04 AM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

WESTCOTT ROY N
3300 WEST RAILROAD ST
GULFPORT, MS 39501

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

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

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

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

NOTICE OF HEARING

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13558

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

WESTCOTT ROY N
1411 CANAL ST
NEW ORLEANS, LA 70112

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

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

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VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13558



CODE ENFORCEMENT DIVISION

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

March 20, 2024

WESTCOTT ROY N
1411 CANAL ST
NEW ORLEANS, LA 70112

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

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

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Respectfully yours,

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

Case Number: 13558

Mar 21, 2024 at 9:42 AM



Mar 21, 2024 at 9:42 AM













**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 21, 2024

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

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

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13572

**CODE ENFORCEMENT DIVISION**

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

March 21, 2024

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

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

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

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

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

NOTICE OF HEARING

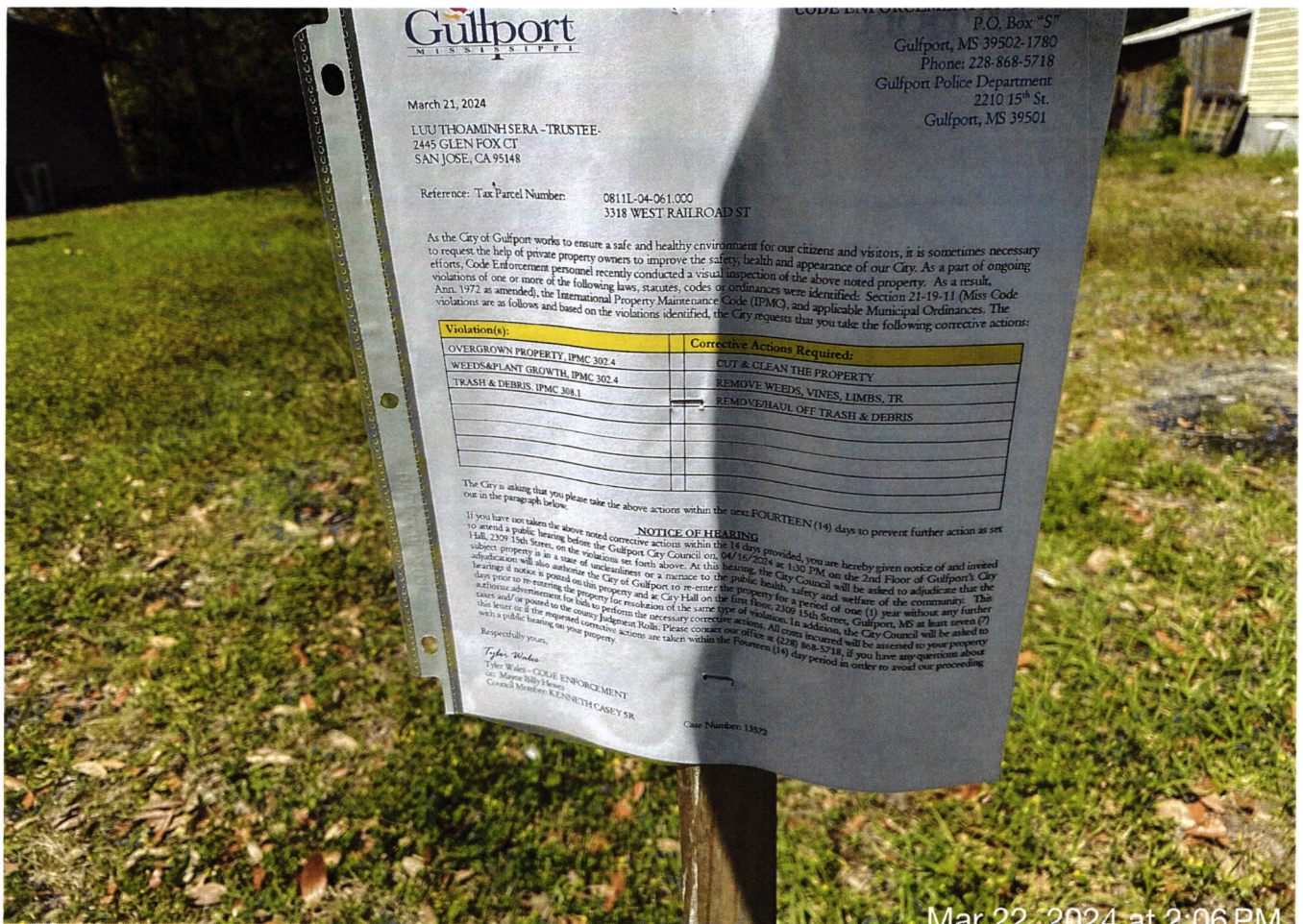
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Respectfully yours,

Tyler Wales

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

Case Number: 13572



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 27, 2024

ST CLAIR SHANIEL
1520 DIXIE AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-04-046.000
1520 DIXIE AVE

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

Violation(s):	Corrective Actions Required:
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
BROKEN WINDOWS IPMC 304.13	REPAIR/REPLACE BROKEN WINDOW

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

NOTICE OF HEARING

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Respectfully yours,

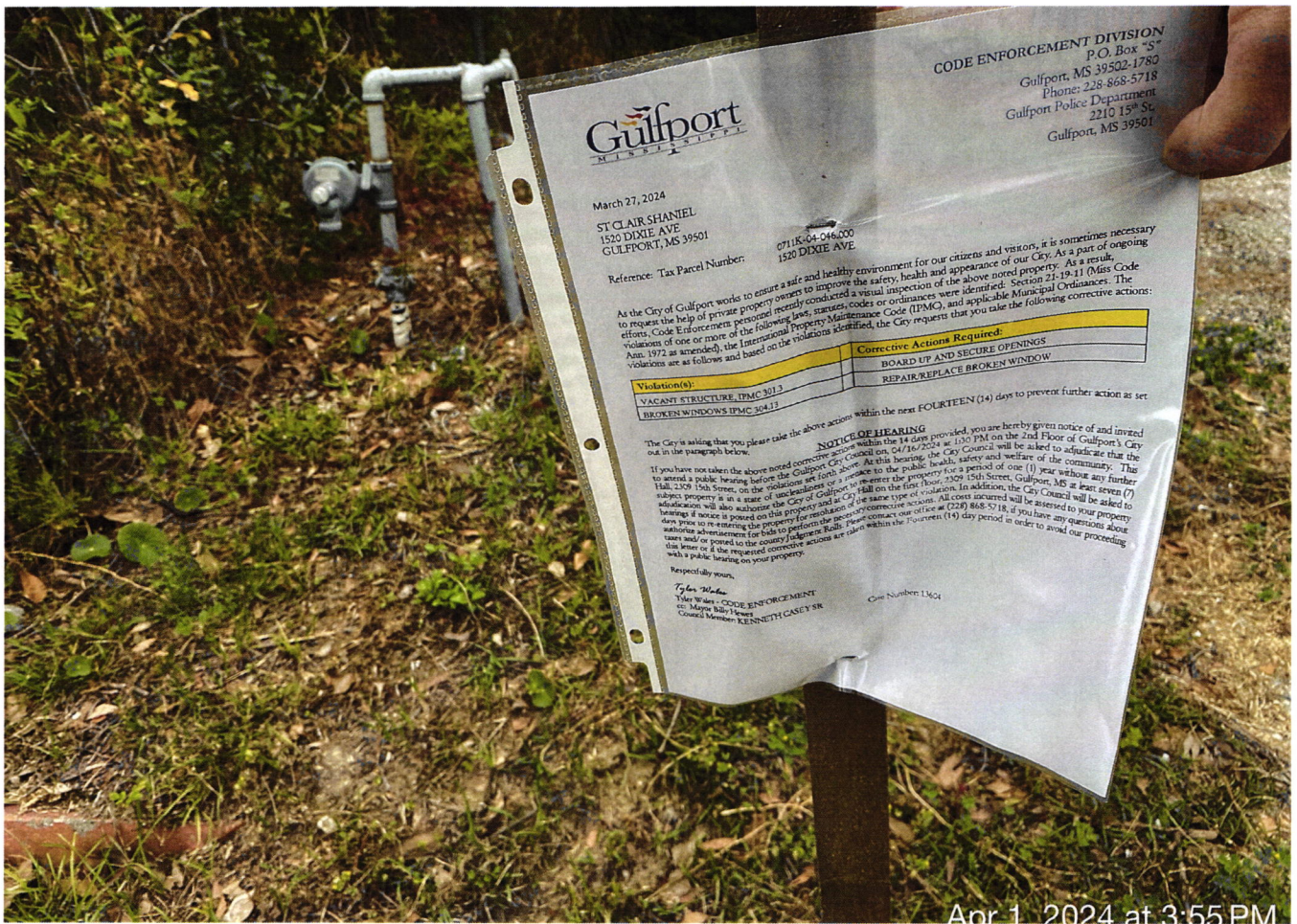
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13604



Apr 1, 2024 at 3:55 PM



Apr 1, 2024 at 3:56 PM

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

UP THE CREEK WITHOUT A PADDLE LLC

20899 COUNTY RD 36

SUMMERDALE, AL 36580

Reference: Tax Parcel Number: 0711J-06-051.001
1306 WOODWARD AVE

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

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13619

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

UP THE CREEK WITHOUT A PADDLE LLC
1306 WOODWARD AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711J-06-051.001
1306 WOODWARD AVE

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

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Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13619





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

UP THE CREEK WITHOUT A PADDLE LLC
20899 COUNTY RD 36
SUMMERDALE, AL 36580

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If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/16/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13620

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

April 1, 2024

UP THE CREEK WITHOUT A PADDLE LLC
WOODWARD AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711J-06-051.000
WOODWARD AVE

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

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

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 13620



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 28, 2024

GOFF MARGARET M
14510 JACKSON ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810G-02-006.000
14510 JACKSON ST

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

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WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

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Respectfully yours,

Josh Troutman

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

Case Number: 13452

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 28, 2024

GOFF MARGARET M
8281 FLORIDA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810G-02-006.000
14510 JACKSON ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

NOTICE OF HEARING

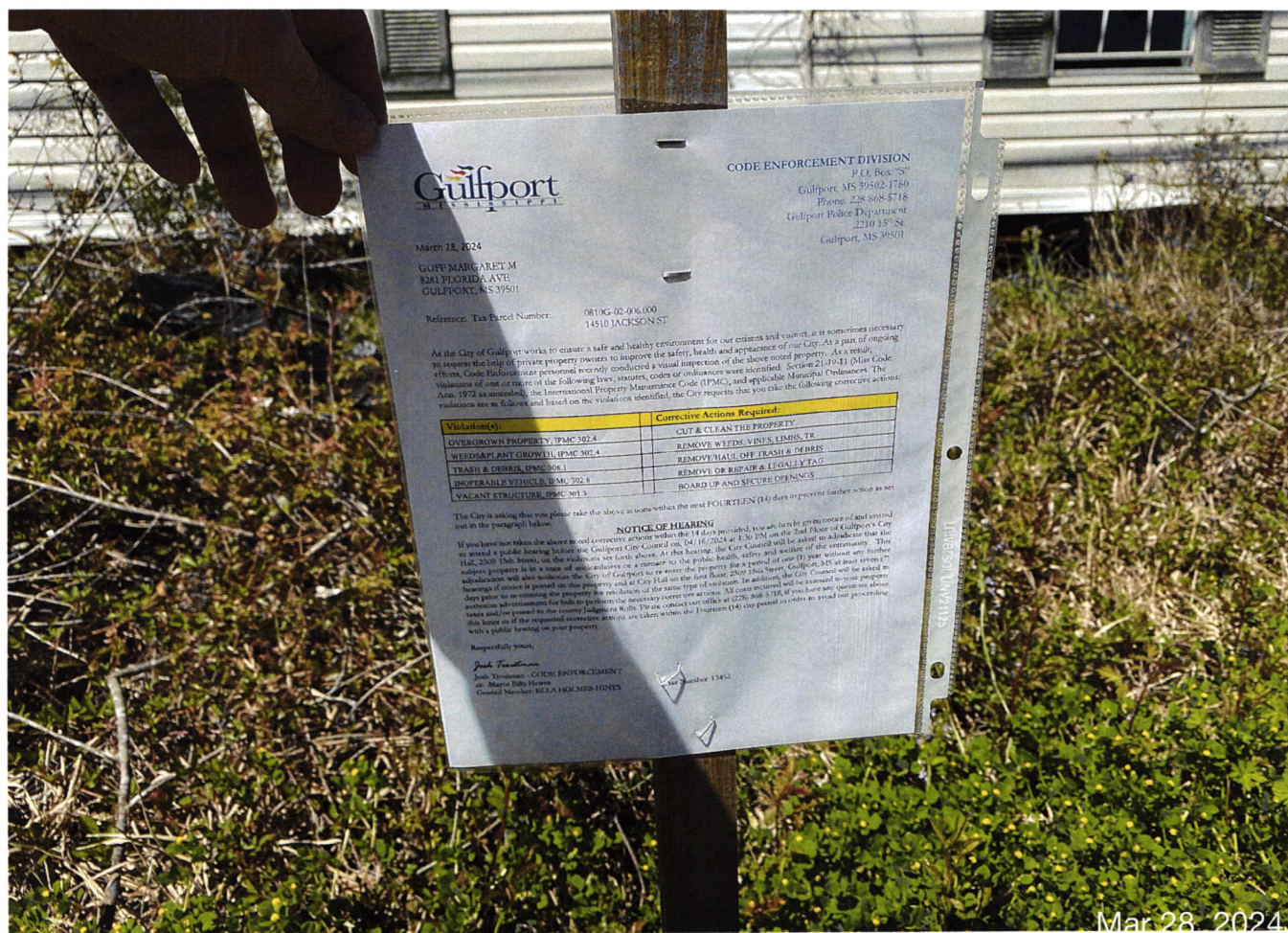
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Respectfully yours,

Josh Troutman

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

Case Number: 13452









**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 26, 2024

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

Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH AVE

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

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Respectfully yours,

Josh Troutman

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

Case Number: 13592



Gulfport
MISSISSIPPI

March 26, 2024

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

Reference: Tax Parcel Number: 0811B-06-015.000
2510 19TH AVE

Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St
Gulfport, MS 39501

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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Respectfully yours,
Josh Treutman
Josh Treutman - CODE ENFORCEMENT
or: Marion Billy Hewes
Council Member, ELLA HOLMES HINES

Case Number: 13592

Mar 26, 2024





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 26, 2024

NGUYEN MINH ETAL
2090 E PASS ROAD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010G-02-016.000
2090 EAST PASS RD

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

Violation(s):	Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 13340



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box
Gulfport, MS 39502-17
Phone: 228-868-57
Gulfport Police Department
2210 15th S
Gulfport, MS 3950

March 26, 2024

NGUYEN MINH ETAL
2090 E PASS ROAD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010G-02-016.000
2090 EAST PASS RD

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

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Respectfully yours,

Candace Genmill
Candace Genmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RUSTY WALKER

Case Number: 13340

Mar 26, 2024 at 11:07 AM





Mar 26, 2024 at 10:52 AM

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 27, 2024

TOLAR TERRY & EILERMANN JANET
101 RALPH DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808O-02-111.000
101 RALPH DR

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
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Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 13607

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 27, 2024

TOLAR TERRY & EILERMANN JANET
14352 CHESTWOOD COVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808O-02-111.000
101 RALPH DR

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

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Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 13607



CODE ENFORCEMENT DIVISION

P.O. Box 39
Gulfport, MS 39502-1780
Phone: 228-868-5716
Gulfport Police Department
2310 15th St.
Gulfport, MS 39501

March 27, 2024

TOLAR TERRY & EILERMANN JANET
14352 CHESTWOOD COVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 08960402-111.000
101 RALEIGH DR

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

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WEEDS/PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE HAUL OFF TRASH & DEBRIS

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/16/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of *negligence* or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on said property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or paid to the county Judgment Rolls. Please contact our office at (228) 868-5716, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

JARED POWER

JARED POWER - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RUSTY WALKER

Case Number: 13607

Mar 28, 2024 at 10:08 AM



Mar 28, 2024 at 10:08 AM





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

PARKS JIMMY L
12111 BOLES BLVD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0907I-05-054.000
12111 BOLES BLVD

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 13463

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

PARKS JIMMY L
13406 GEORGE AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0907I-05-054.000
12111 BOLES BLVD

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, MS 21-19-11	BRING BLDG UP TO CODE OR DEMO
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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Respectfully yours,

Jeremy Perry

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

Case Number: 13463



Mar 20, 2024

Mar 20, 2024

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

March 20, 2024

MCKISSICK HENRY THOMAS
14367 PECAN HILL DRIVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0807C-01-012.000
14367 PECAN HILL DR

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

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS

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

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If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 04/16/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

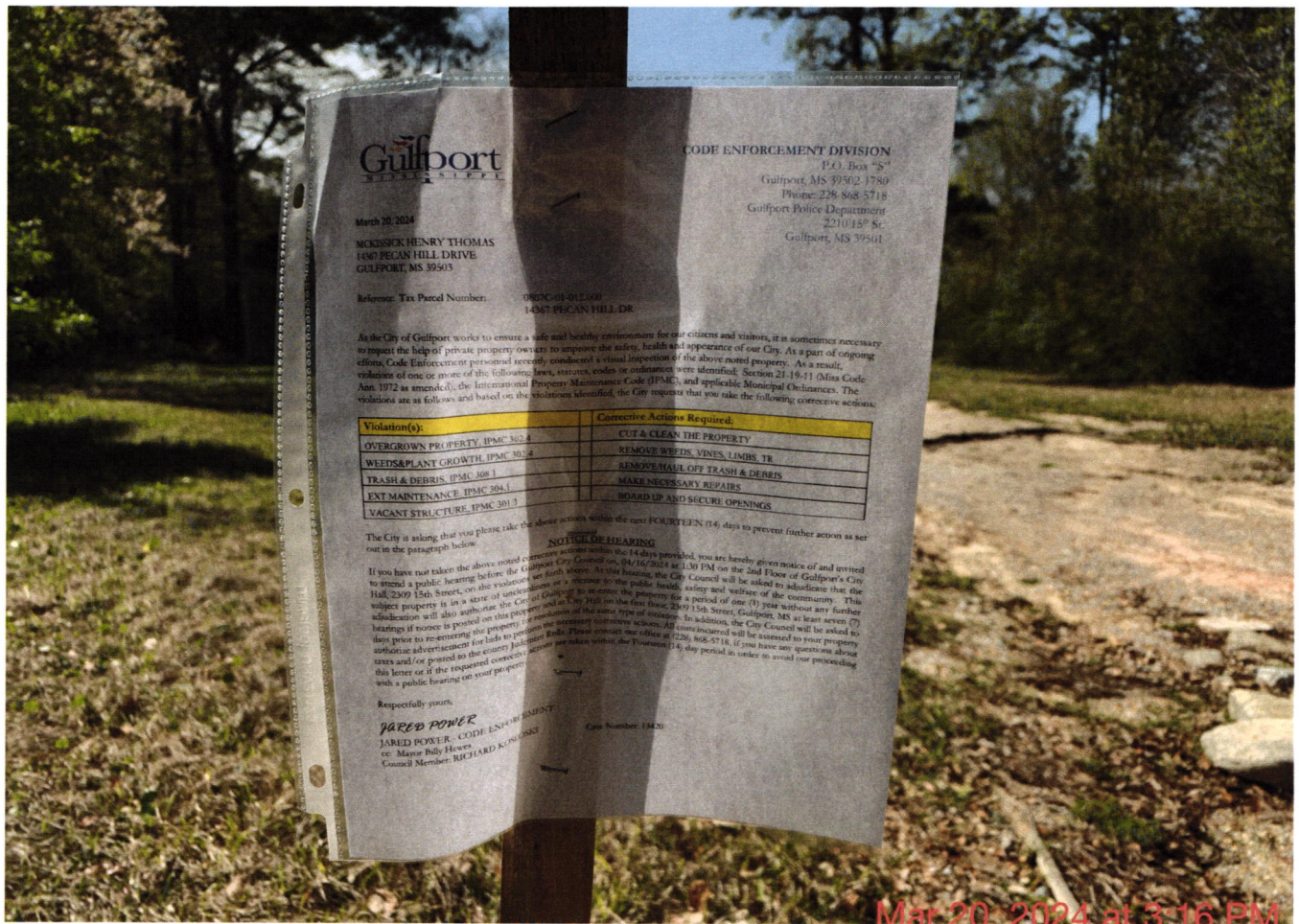
JARED POWER

JARED POWER - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RICHARD KOSLOSKI

Case Number: 13420









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 **April, 2024**, the following Resolution:

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

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

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

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

- Parcel 1: 0711L-02-011.000. Lot 12 Blk. 2 Stewart Subd.. 1523 Stewart Ave. Remove/Haul Off Trash & Debris, Make Necessary Repairs. Cardenas Juan
- Parcel 2: 0710P-03-006.000. S 75 Ft Of Lot 4 & Also Strip Of Land Adjoining & Lying Immediately S Of Lot 4 Being 10 Ft N & S & 160 Ft E & W & Being N1/2 Of An Alley Now Vacated As Per Mb 33 Pg 463-4 Of City Of Gpt. Minutes Blk. 8 Montgomery Add.. 2909 39th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings. Davis Malcolm
- Parcel 3: 0710P-03-005.000. Lot 1 & N 5 Ft Of Lot 4 Blk. 8 Montgomery Add; Also That Part Of S 1/2 Of 30th St Lying N Of Lot 1 Now Vacated As Per Bk 1560/240 Sec 32-7-11. 2911 39th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove/Relocate Rec Vehicle. Dismukes Surleaner
- Parcel 4: 0710P-03-012.000. Lots 5 & 8 Blk 9 Montgomery Add Also Beg At Se Cor Of Lot 8 Blk 9 Montgomery Add S 35 Ft W 160 Ft N 35 Ft To Sw Cor Of Lot 8 E Along Lot 160 Ft To Pob Being N 35 Ft Of 28th Now Vacated Sec 32-7-11. 2801 39th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Bring Bldg Up To Code Or Demo, Park In Approved Location. Thigpen Dorris L

- Parcel 5: 0710P-03-016.001. Lot 2 Blk 8 Montgomery Add Sec 32-7-11. 2908 40th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Remove Or Relocate Furniture. Stokes Jerry M & Martha Ann
- Parcel 6: 0811E-04-024.000. Lot 8 Blk 89 Original Gulfport. 2109 31st Ave. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Lee Faith D
- Parcel 7: 0811L-04-068.000. Lots 7 & 8 & E 54 Ft Of Lots 9 To 11 Less Strip Off S Side For Street Blk 169 Original Gulfport. 3300 West Railroad St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Westcott Roy N
- Parcel 8: 0811L-04-061.000. Sera Luu Living Trust -2015-4102- & -2016-8822- Lot 17 Blk 169 Original Gulfport & Lots 15 & 16 Blk E Hardy Add. 3318 West Railroad St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Luu Thoaminh Sera Trustee
- Parcel 9: 0711K-04-046.000. Beg On W Line Of Lot 8 300 Ft N Of Sw Cor Of Lot 8 For Beg E 96 Ft N 50 Ft W 96 Ft S 50 Ft To Beg Part Of Lot 8 Silverdale Add. 1520 Dixie Ave. Board Up And Secure Openings, Repair/Replace Broken Window. St Clair Shaniel
- Parcel 10: 0711J-06-051.001. Lots 14 To 16 Inc Blk 8 Gaston Point Add. 1306 Woodward Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Up The Creek Without A Paddle LLC
- Parcel 11: 0711J-06-051.000. Lots 12 & 13 Inc Blk 8 Gaston Point Add. Woodward Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Up The Creek Without A Paddle LLC
- Parcel 12: 0810G-02-006.000. Lots 31 & 32 Blk 217 North Gulfport Secs 27/28-7-11. 14510 Jackson St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings. Goff Margaret M
- Parcel 13: 0811B-06-015.000. N 1/2 Of Lot 20 & All Lot 21 Blk 20 Arlington Heights Add. 2510 19th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Board Up And Secure Openings. Cumberland Milford E III
- Parcel 14: 1010G-02-016.000. S 250 Ft Of Lot 10 & E 83.5 Ft Of S 250 Ft Of Lot 9 Less Part To City For Pass Rd Freridge Est Partition D/C Toc Retail Inc 1119/31. 2090 East Pass Rd. Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove. Nguyen Minh Etal
- Parcel 15: 0808O-02-111.000. Lot 1 Bel-Aire Subd 7th Add. 101 Ralph Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Tolar Terry & Eilermann Janet
- Parcel 16: 0907I-05-054.000. Lots 3 - 4 Blk 21 Re-Subd Biloxi River Estates Unit # 1. 12111 Boles Blvd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Park In Approved Location, Remove Clutter And Debris. Parks Jimmy L
- Parcel 17: 0807C-01-012.000. Beg At Ne Cor Lot 3 Pecan Hill Subd S 165 Ft W 790 Ft N 140 Ft E 335.2 Ft N 45 Dgs E 35.6 Ft E 429 Ft To Pob Part Of Lot 3 Pecan Hill Subd. 14367 Pecan Hill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. Mckissick Henry Thomas

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced

properties should be made in the form and manner by law provided; and

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: APRIL 4, 2024

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: 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

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A
Menace To The Public Health And Safety Of The Community And
Authorizing Lot Clean-Up and/or Demolitions And For The Approval
To Advertise For Bids To Be Presented On The 16TH Day Of April,
2024, To The City Council:

WARD 1

Parcel 1: 0711L-02-011.000. Lot 12 Blk. 2 Stewart Subd.. 1523 Stewart Ave.
Remove/Haul Off Trash & Debris, Make Necessary Repairs. Cardenas Juan

Parcel 2: 0710P-03-006.000. S 75 Ft Of Lot 4 & Also Strip Of Land Adjoining & Lying
Immediately S Of Lot 4 Being 10 Ft N & S & 160 Ft E & W & Being N1/2 Of An
Alley Now Vacated As Per Mb 33 Pg 463-4 Of City Of Gpt. Minutes Blk. 8
Montgomery Add.. 2909 39th Ave. Cut & Clean The Property, Remove Weeds,
Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally
Tag, Board Up And Secure Openings. Davis Malcolm

Parcel 3: 0710P-03-005.000. Lot 1 & N 5 Ft Of Lot 4 Blk. 8 Montgomery Add; Also That
Part Of S 1/2 Of 30th St Lying N Of Lot 1 Now Vacated As Per Bk 1560/240 Sec
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Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved
Location, Remove/Relocate Rec Vehicle. Dismukes Surleaner

Parcel 4: 0710P-03-012.000. Lots 5 & 8 Blk 9 Montgomery Add Also Beg At Se Cor Of
Lot 8 Blk 9 Montgomery Add S 35 Ft W 160 Ft N 35 Ft To Sw Cor Of Lot 8 E
Along Lot 160 Ft To Pob Being N 35 Ft Of 28th Now Vacated Sec 32-7-11. 2801
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- Parcel 8: 0811L-04-061.000. Sera Luu Living Trust -2015-4102- & -2016-8822- Lot 17 Blk 169 Original Gulfport & Lots 15 & 16 Blk E Hardy Add. 3318 West Railroad St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Luu Thoaminh Sera Trustee
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WARD 3

- Parcel 12: 0810G-02-006.000. Lots 31 & 32 Blk 217 North Gulfport Secs 27/28-7-11. 14510 Jackson St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Board Up And Secure Openings. Goff Margaret M
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WARD 6

Parcel 16: 0907I-05-054.000. Lots 3 - 4 Blk 21 Re-Subd Biloxi River Estates Unit # 1. 12111 Boles Blvd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Bring Bldg Up To Code Or Demo, Park In Approved Location, Remove Clutter And Debris. Parks Jimmy L

WARD 7

Parcel 17: 0807C-01-012.000. Beg At Ne Cor Lot 3 Pecan Hill Subd S 165 Ft W 790 Ft N 140 Ft E 335.2 Ft N 45 Dgs E 35.6 Ft E 429 Ft To Pob Part Of Lot 3 Pecan Hill Subd. 14367 Pecan Hill Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Board Up And Secure Openings. Mckissick Henry Thomas



Memorandum – City of Gulfport

ENGINEERING

To: Mayor and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
George R. Mooney, P.L.S., Staff Surveyor and Staff Engineer
Legal Department

From: Jeremy Harrison, P.E., Director of Engineering



Date: 4/5/2024

Re: Recommendation to Accept Camden Court Subdivision for Perpetual Maintenance

On August 9, 2023, Engineering and Public Works conducted a warranty inspection of the referenced subdivision and deficiencies were noted. Engineering conducted follow-up inspections and the prior deficiencies have been satisfactorily addressed by the developer.

We recommend acceptance of the subdivision for perpetual maintenance by the City. Upon approval by the City Council, the warranty period can be terminated and the warranty bond returned to the owners. The utility bill for the streetlights are to be transferred to the City.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Subdivision Inspection Report
2. Map



DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Camden Court
TYPE OF INSPECTION:	Warranty
DATE:	August 9, 2023
PERSONS PRESENT:	Brian Jones, Department of Public Works George R. Mooney, Department of Engineering Mark Kraninger, Department of Public Works David Sanzin, H2O Innovation Ken Northington, H2O Innovations Curtis Thornton, Department of Engineering Jim O'Dell, Department of Public Works Jeremy Harrison, Department of Engineering DJ Arwood, Elliott Homes

CHECKLIST ITEMS

STREETS & DRAINAGE:

- Is debris/silt and vegetation in streets, curbs, pipes, and catch basins? ☒ Yes ☐ No ☐ N/A
- Is street paving/concrete acceptable? ☒ Yes ☐ No ☐ N/A
- Is drainage pipe in ROW concrete? ☒ Yes ☐ No ☐ N/A
- Are catch basin openings sized correctly? ☒ Yes ☐ No ☐ N/A
- Are curbs & gutter broken/settled? ☒ Yes ☐ No ☐ N/A
- Is rebar present in curb? ☒ Yes ☐ No ☐ N/A
- Are street lights present & spaced correctly? ☒ Yes ☐ No ☐ N/A
- Are lots graded to direct water to drainage systems? ☒ Yes ☐ No ☐ N/A
- Is/Are detention pond(s) holding water? ☐ Yes ☒ No ☐ N/A
- Is/Are the banks of detention pond(s) & ditches stabilized? ☒ Yes ☐ No ☐ N/A
- Are swales/ditches able to be maintained by residents? ☐ Yes ☐ No ☒ N/A
- Is erosion control provided at outfalls? ☒ Yes ☐ No ☐ N/A
- Are any extra easements required? ☐ Yes ☒ No ☐ N/A

WATER & SEWER:

- Are all water meters installed & with no broken/missing parts? ☒ Yes ☐ No ☐ N/A
- Are all water lines and appurtenances installed in accordance with city standards? ☒ Yes ☐ No ☐ N/A
- Are sewer cleanouts installed & with no broken/missing parts? ☒ Yes ☐ No ☐ N/A

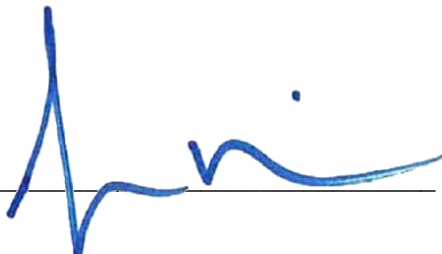
4. Are all manholes installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A

TRAFFIC & SAFETY:

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

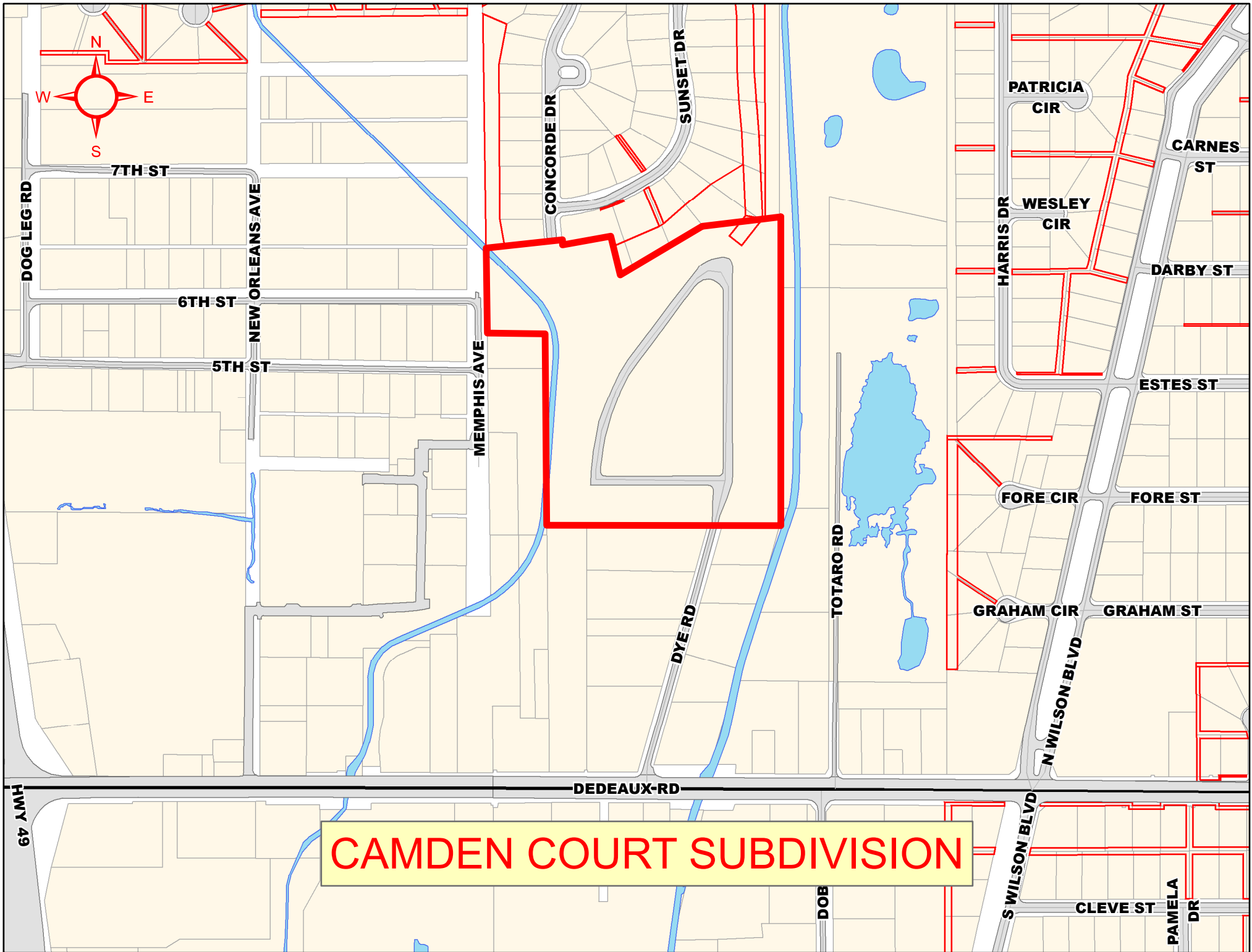
PUNCHLIST ITEMS

1. Provide accessibility to mail box bank; remove concrete within buffer area and add vegetation **COMPLETE**
2. Provide crosswalks at entrance of subdivision **COMPLETE**
3. Replace broken sidewalk panels at lots 8, 19, 24 **COMPLETE**
4. Replace sidewalk panel at trip hazard/boot print between lots 57/58 **COMPLETE**
5. Replace sidewalk panels at trip hazard between lots 53/54 **COMPLETE**
6. Remove concrete splatter from sidewalk at lot 41 **COMPLETE**
7. Repair curb at lot 17 **COMPLETE**
8. Repair broken curb at curb inlet #2 – lot 55 **COMPLETE**
9. Remove concrete on water valve box to access at lots 8 & 28 **COMPLETE**
10. All water meter boxes to have lids **COMPLETE**
11. Repair clean out at lot 7 **COMPLETE**
12. Grout curb inlet at lot 19 **COMPLETE**
13. Clean sidewalk at lot 51 **COMPLETE**
14. Sidewalk along lot 60 to have proper buffer space from back of curb **COMPLETE**
15. Repair roadway at entrance **COMPLETE**
16. Repair gouges in asphalt throughout development **COMPLETE**
17. Clean debris from all storm drains **COMPLETE**
18. Fire hydrant missing cap & remove vegetation at lot 60 **COMPLETE**
19. Rip-rap to be added at inlet pipe in detention pond – pond vegetation to be cut/maintained **COMPLETE**
20. Grout lifting eyes on all structures **COMPLETE**
21. Remove sign and debris at entrance **COMPLETE**
22. Make accessible valves at fire hydrants **COMPLETE**
23. Multiple cast iron lids and concrete pads missing through the development, install as needed **COMPLETE**
24. Install yield sign and bar (alligator teeth) at lot 1 of development **COMPLETE**
25. Install 20 mph sign at entrance of development **COMPLETE**

Signed:  Date: 8/14/23

Name: Jeremy Harrison Title: Assistant Director of Engineering

CAMDEN COURT SUBDIVISION





DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

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

MEMORANDUM

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

FROM: Todd Harman, Director of Finance and Accounting *TH*

DATE: April 4, 2023

RE: Change Customer Service Representative position to Call Center Customer Service Representative

Historically, we had a Customer Service Representative (a front office CSR) working in the Call Center as a Call Center Customer Service Representative. That individual was recently transferred into the Finance Department's Administrative Assistant II position.

With the position now being vacant, we would like to change this Customer Service Representative position into a Call Center Customer Service Representative because this position is more needed in the Call Center than in the Front Office. This is a budget neutral change – both positions are paid at the same grade and step. This is simply a job reclassification.

Please reach out if you have any questions. Thank you in advance for your consideration.



Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Wayne Miller
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Job Title Change- Utility Billing Customer Service Representative to
Call Center Customer Service Representative.

DATE: April 4th, 2024

The Director of Finance and Accounting with the approval of the CAO would like to make a job title change from "Utility Billing Customer Service Representative," to Call Center Customer Service Representative. This position is currently vacant.

Please provide an ordinance to remove (1) Utility Billing Customer Service Representative position.

Please provide an ordinance to add (1) Call Center Customer Service Representative position.

This is not a Grade or Step Change from one position to the other. This request is a job title change only. This will make a total of (4) Call Center Customer Service representative positions and a total of (6) Utility Billing Customer Service Representative positions.

Utility Billing Customer Service Representative position is currently funded in Grade 105, Step 18 at \$29,584.47.

The Call Center Customer Service Representative position will be funded at Grade 105, Step 18 at \$29,584.47.

Call Center Customer Service Representative:
Grade 105, Step 0-40 is \$24,776.53 - \$36,888.88

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 _____, 2024, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR REMOVAL OR DELETION OF THE POSITION OF “UTILITY BILLING CUSTOMER SERVICE REPRESENTATIVE” IN THE DEPARTMENT OF FINANCE AND ACCOUNTING FROM THE CITY OF GULFPORT, MISSISSIPPI’S SALARY GRADE SCHEDULE, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the City of Gulfport’s Governing Authority utilizes a “Salary Grade Schedule” to memorialize and to effectuate the setting of salaries during the course of each fiscal year and, from time to time, as part of this process there is the need to add and remove positions from this Schedule, such Schedule as previously approved by the Governing Authority on October 6, 2020; and

WHEREAS, seven (7) positions of “Utility Billing Customer Service Representative” in the City of Gulfport’s Department of Finance and Accounting were previously created and funded by the Governing Authority in Grade 105 in the City’s “Salary Grade Schedule” and the City’s Administration now reports that there is no longer a need to have one of these positions funded as the Administration is undertaking an effort to change this position to one referred to as the “Call Center Customer Service Representative,” which will then equate to a total of four (4) such positions (“Call Center Customer Service Representative”) being (then) funded and, therefore, such one (1) position of “Utility Billing Customer Service Representative,” which is presently vacant, can now be removed or deleted from the City’s “Salary Grade Schedule.”

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

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

SECTION 2. That the aforementioned one (1) position of “Utility Billing Customer Service Representative” position in the City’s Department of Finance and Accounting shall be,

and hereby is, removed and deleted from the City’s “Salary Grade Schedule” currently in effect, with such removal and deletion to be effective upon adoption of this Ordinance.

SECTION 3. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance deletes and removes one (1) position of ‘Utility Billing Customer Service Representative’ in the City’s Department of Finance and Accounting from the City’s ‘Salary Grade Schedule.’ A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of _____, 2024.



ATTEST:

ADOPTED:

Clerk of Council

President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of _____, 2024.

APPROVED:

Mayor



Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Wayne Miller
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Job Title Change- Utility Billing Customer Service Representative to
Call Center Customer Service Representative.

DATE: April 4th, 2024

The Director of Finance and Accounting with the approval of the CAO would like to make a job title change from "Utility Billing Customer Service Representative," to Call Center Customer Service Representative. This position is currently vacant.

Please provide an ordinance to remove (1) Utility Billing Customer Service Representative position.

Please provide an ordinance to add (1) Call Center Customer Service Representative position.

This is not a Grade or Step Change from one position to the other. This request is a job title change only. This will make a total of (4) Call Center Customer Service representative positions and a total of (6) Utility Billing Customer Service Representative positions.

Utility Billing Customer Service Representative position is currently funded in Grade 105, Step 18 at \$29,584.47.

The Call Center Customer Service Representative position will be funded at Grade 105, Step 18 at \$29,584.47.

Call Center Customer Service Representative:
Grade 105, Step 0-40 is \$24,776.53 - \$36,888.88



DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

MEMORANDUM

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

FROM: Todd Harman, Director of Finance and Accounting *TH*

DATE: April 4, 2023

RE: Change Customer Service Representative position to Call Center Customer Service Representative

Historically, we had a Customer Service Representative (a front office CSR) working in the Call Center as a Call Center Customer Service Representative. That individual was recently transferred into the Finance Department's Administrative Assistant II position.

With the position now being vacant, we would like to change this Customer Service Representative position into a Call Center Customer Service Representative because this position is more needed in the Call Center than in the Front Office. This is a budget neutral change – both positions are paid at the same grade and step. This is simply a job reclassification.

Please reach out if you have any questions. Thank you in advance for your consideration.

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 ____, 2024, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE SALARIES OF COMPENSATION FOR ONE (1) ADDITIONAL “CALL CENTER CUSTOMER SERVICE REPRESENTATIVE” POSITION IN THE CITY OF GULFPORT, MISSISSIPPI’S DEPARTMENT OF FINANCE AND ACCOUNTING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, three (3) positions of “Call Center Customer Service Representative” in the City of Gulfport’s Department of Finance and Accounting were previously created and funded by the Governing Authority in Grade 105 in the City’s “Salary Grade Schedule” and the City’s Administration now reports that there is no longer a need to have one (1) “Utility Billing Customer Service Representative” position in this same Department, where there is presently seven (7) such positions funded, and the Administration seeks to add one (1) additional position of “Call Center Customer Service Representative” to this Department, so that there would now be a total of four (4) such positions funded (and would result in six (6) funded “Utility Billing Customer Service Representative” positions therein); and

WHEREAS, the salaries of compensation for the employees holding the following position shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Step within this Grade: one (1) “Call Center Customer Service Representative” position, which shall fall within the range set for Grade 105 (\$24,776.53 - \$36,888.88), with this position being funded in this same Grade 105 as the other three (3) such positions; and

WHEREAS, the salaries of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) “Call Center Customer Service Representative” position is hereby funded in Grade 105 in the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) additional “Call Center Customer Service Representative” position within the Department of Finance and Accounting is hereby added to and funded as the fourth (4th) such position in “Grade 105” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with this position now hereby budgeted up to Step 18 for this position.

SECTION 3. That the salary of compensation for the employees holding this one (1) additional position (“Call Center Customer Service Representative”) shall be within the range and presently set within the range of amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) additional ‘Call Center Customer Service Representative’ position in Grade 105 within the City’s Department of Finance and Accounting, and for those employees serving in this position, for a total now of four (4) such positions funded in this Department. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building

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

ABSENT:

ADOPTED:

President

APPROVED:

3



Human Resources

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

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Wayne Miller
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Provide Salary for Finance Manager in the Department of Finance & Accounting

DATE: April 4th, 2024

The Director of Finance and Accounting with the approval of the CAO would like to refill the position of Finance Manager in the Department of Finance and Accounting. This position was vacated on April 1st, 2024.

Please provide an ordinance to fund this position in
Grade 208 and budgeted up to step 40 at \$82,925.77.

This is a previously funded position, and was funded previously at \$82,925.77. The position was vacated however, at Grade 208 Step 28 at \$73,399.13. This is not a new position. This position is coming back before council because it exceeds the \$55,000 threshold.

Finance Manager:
Step 0 – Step 40 is \$55,697.35 – \$82,925.77



DEPARTMENT OF
FINANCE AND
ACCOUNTING

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

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

MEMORANDUM

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

FROM: Todd Harman, Director of Finance and Accounting

TH

DATE: April 4, 2023

RE: Refund Finance Manager Position

On April 3, 2024, our Finance Manager submitted her notice of resignation effective that day.

This is a key position for the department and we would like to refill this position as soon as possible. The department asks Council to refund this position upon its vacation and to allow for the immediate posting and recruitment efforts for this soon-to-be open position.

Please reach out if you have any questions. Thank you in advance for your consideration.

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 _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) “FINANCE MANAGER” POSITION (GRADE 208) IN THE CITY OF GULFPORT, MISSISSIPPI’S DEPARTMENT OF FINANCE AND ACCOUNTING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the “Finance Manager” position in the City of Gulfport’s Department of Finance and Accounting is vacant and there is a need to re-fund this position (related to the automatic de-funding of this position when this position was previously vacated in accordance with the Governing Authority’s adopted Ordinance pertaining to the same); and

WHEREAS, the salary of compensation for the employees holding the following position shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: “Finance Manager” (one (1) position within the Department of Finance and Accounting), which shall fall within the range set for Grade 208 (\$55,697.35 - \$82,925.77) in the City’s presently existing Salary Grade Schedule), with this position previously being set in this same Grade (Grade 208); and

WHEREAS, the salary of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the one (1) “Finance Manager”

position is hereby being added to the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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

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

SECTION 2. That the aforementioned one (1) “Finance Manager” position within the Department of Finance and Accounting is hereby added to and funded as the only such position in “Grade 208” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with this position now hereby budgeted up to Step 40 for this position.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (the “Finance Manager” position) shall be within the ranges and presently set at the amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its

passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salary of compensation for one (1) ‘Finance Manager’ position in Grade 208 within the City’s Department of Finance and Accounting and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2024.

(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 _____, 2024.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING CERTAIN AND VARIOUS VEHICLES, MACHINERY, EQUIPMENT, FURNISHINGS, AND OTHER ITEMS OF MUNICIPAL PERSONAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY AND DECLARED TO HAVE NO VALUE TO THE MUNICIPALITY AND AUTHORIZING SALE OF SAID ITEMS OF MUNICIPAL PERSONAL PROPERTY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession of certain and various vehicles, machinery, equipment and other items of Municipal personal property (as more fully outlined, described and delineated in the listing prepared by Rashida Bell, City Clerk, which is attached hereto as Exhibit “A”) that it desires to dispose of; and

WHEREAS, the aforementioned vehicles, machinery, equipment, furnishings and other items of Municipal personal property are no longer of any use to the City of Gulfport because of their age, condition, or other factors specific to each piece of personal property; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 and § 17-25-25 of the Mississippi Code of 1972, as amended, is vested with authority to determine when personal property belonging to the municipality is surplus, and to make disposition thereof; and

WHEREAS, the City of Gulfport proposes to sell and/or auction the aforementioned vehicles, machinery, equipment and other items of Municipal personal property at a fair market value to be determined via public on-line auction via “govdeals.com”; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the listed vehicles, machinery, equipment, furnishings and other items of Municipal personal property as found in Exhibit “A” hereto are of no further value to the City of Gulfport due to their condition, age or other factors specific to each piece of personal property and further finds that the City of Gulfport is authorized to auction or sell these items to the highest bidder via public auction (or any other method authorized by statute) to ensure that fair market value is obtained therefore and further finds that it is in the best interest

of the City of Gulfport that the aforementioned vehicles, machinery, equipment and other items of personal property be hereby conveyed, sold and assigned as the same is surplus personal property belonging to the City of Gulfport.

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

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

Section 2. That the listed vehicles, machinery, equipment and other items of Municipal personal property, due to their age, condition, or other factors specific to each piece of personal property are hereby declared to be surplus personal property of the City of Gulfport, having no value to the City and being a burden to the City of Gulfport.

Section 3. That the listed vehicles, machinery, equipment, furnishings and other items of Municipal personal property be, and they are hereby authorized for auction for the highest prices bid, in accord with § 17-25-25 of the Mississippi Code of 1972, as amended, and the Mayor is hereby authorized and empowered to sign and execute any and all documents that may be required to record such transfer of the ownership of the various pieces of personal property with the sale or conveyance or transfer of the personal property conditioned upon the purchaser's agreement to take the items of personal property "as is" without any warranty or guarantee of any kind and to agree that it will hold the City of Gulfport harmless and indemnify the City from any claims related to the items of personal property that may arise after the sale and transfer of the personal property.

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 _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

MAYOR

Vehicles Gov Deals Online Auction

Asset Tag #	Qty	Description	Serial/Vin Number	Department
0003833	1	DODGE CHARGER	2B3AA4CT7AH304343	213
0003841	1	CHEVY TAHOE	1GNLC2E07BR235056	213
0003980	1	DODGE CHARGER	2C3CDXAT6HH569689	213
0003764	1	NISSAN TITAN	1N6BA07D99N312622	213
0003895	1	DODGE CHARGER	2C3CDXAT7EH173542	213
0003901	1	DODGE CHARGER	2C3CDXAT4EH223796	213
0004001	1	DODGE CHARGER	2C3CDXATXHH590481	213
0003645	1	DODGE CHARGER	2B3KA43G98H216492	213
0003781	1	FORD CROWN VICTORIA	2FAHP71V19X121920	213
0003823	1	FORD CROWN VICTORIA	2FABP7BV0BX105976	213
0004042	1	GMC SIERRA 1500	2GTEK13T451227490	213
0003902	1	FORD EXPLORER	1FMEU74E76UB56347	213
0003848	1	TRAILER	5F12S1615B1000659	213
0003858	1	DODGE CHARGER	2C3CDXAT9CH172437	213
0003820	1	FORD CROWN VICTORIA	2FABP7BV6BX105982	213
4097	1	MERCURY GRAND MARQUIS	2MEFM75W64X650798	213
0003819	1	FORD CROWN VICTORIA	2FABP7BV4BX105981	213
0003760	1	FORD CROWN VICTORIA	2FAHP71V99X148766	213
0003898	1	DODGE CHARGER	2C3CDXAT9EH254994	213
0001144	1	FORD F-250	1FTEF25N1RNA83104	411
0001954	1	GMC CANYON	1GTCS198Z68247388	313
0001189	1	CHEVY TAHOE	1GNEC03058R129102	311
0002651	1	FORD F-250	1FTNX20516EA57277	411
0002620	1	GMC SIERRA 1500	1GTHC33R3WF060155	411

Memo

To: Mayor Billy Hewes and City Council Members

From: Rashida Bell, City Clerk

Date: April 5, 2024

Re: Declaration of Vehicles as Surplus Property

I am requesting that the attached list of Vehicles to be placed on the Council Agenda for Tuesday April 16, 2024. I am requesting that these items be declared surplus property of the City of Gulfport so they can be disposed of at Public Auction for the value that can be obtained. The next Public Auction is scheduled for Saturday, April 22, 2023 at Long Beach Auto Auction, 8494 County Farm Rd., Long Beach, Mississippi.



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: April 5th, 2024

RE: Custom Display Add-on

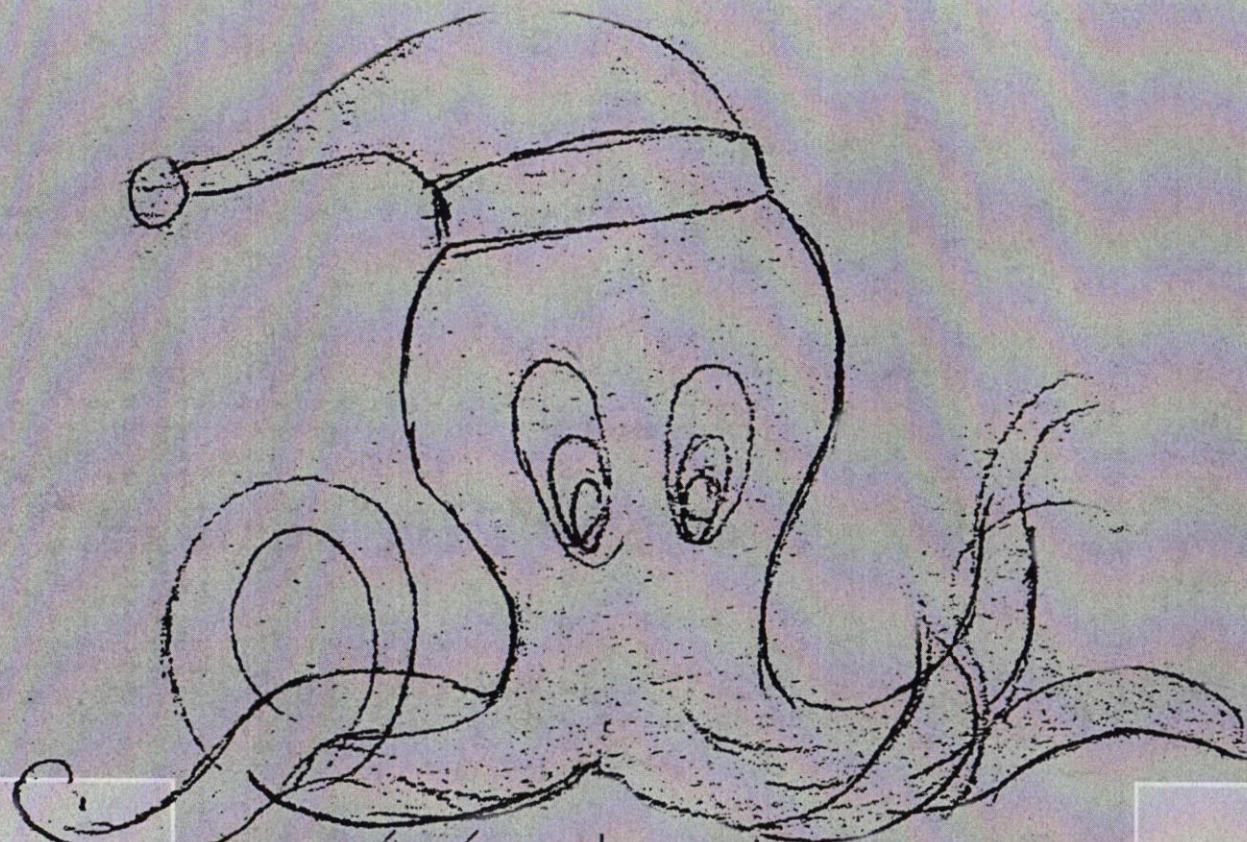
The Events Division request permission to purchase two 10' x 10' custom octopus displays along with their "octopus garden" for the 2024 Gulfport Harbor Lights Winter Festival. These displays are in addition to the original staple octopus piece that was approved on August 2, 2022. These are custom pieces provided by Universal Concepts and cannot be bid through the traditional informal bidding process.

Attached are the sketches and pricing.

Thank you in advance for your consideration. Please reach out if you have any questions.

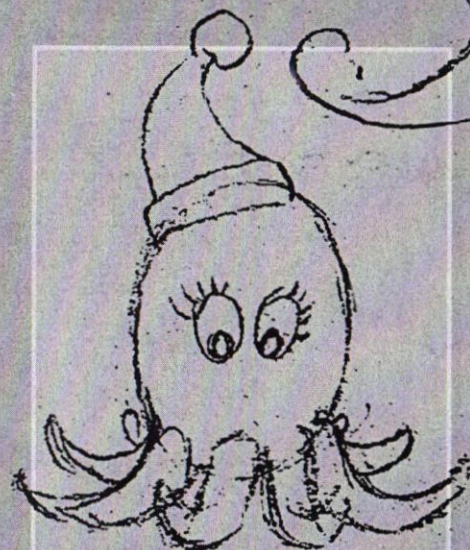
A handwritten signature in blue ink, appearing to read "W. Lehman".

William Lehman
Special Events Manager
Office of the CAO

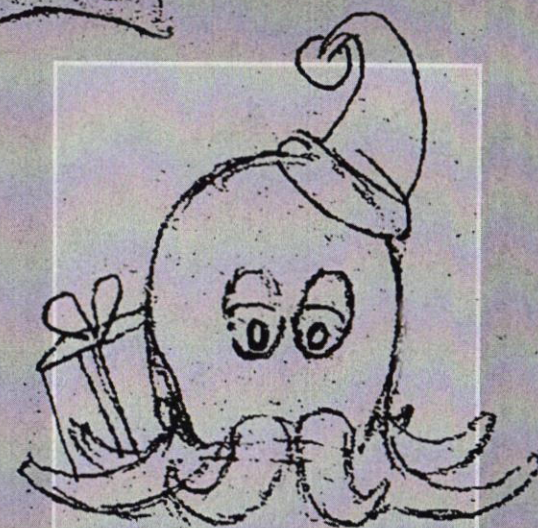


Original Octopus

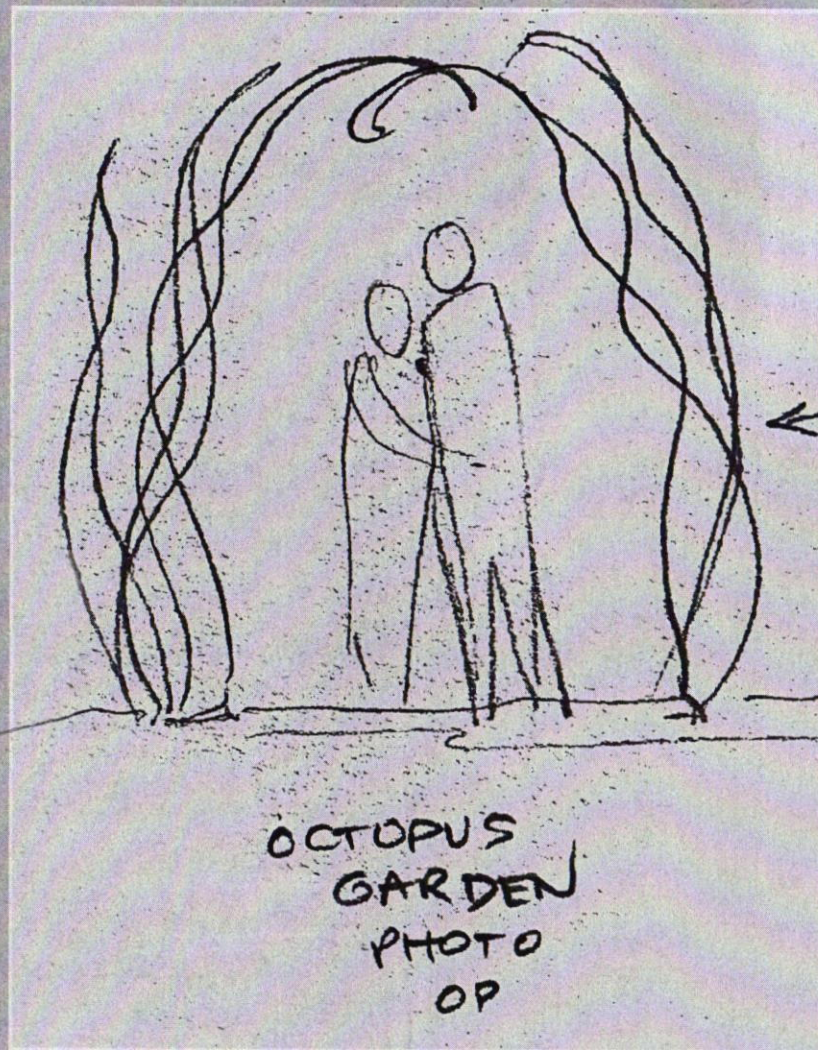
**YOUNG OCTOPUS
CHARACTERS TO ACCOMPANY
ORIGINAL DISPLAY**



**BABY GIRL
OCTOPUS**

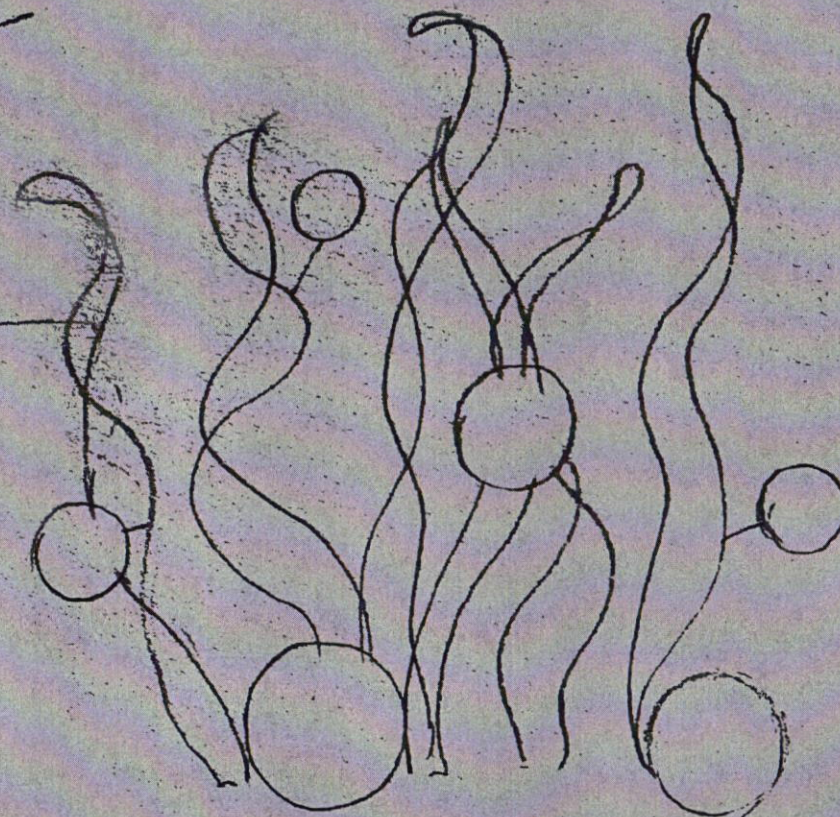


**LITTLE GUY
OCTOPUS**



15'-
20'

TALL KELP PIECES WITH COOL
WHITE "BUBBLE" SPHERES...KELP
LIT WITH C7 BULBS OR RGB LIGHTS
FOR COLOR AND MOVEMENT



GIANT 3D STEEL KELP PLANTS
CREATE A TALL BACKGROUND FOR THE
OCTOPUS GARDEN

GIANT
3D KELP
GARDEN

Billy Lehman

From: GREGORY FULWOOD <gregfulwood@comcast.net>
Sent: Friday, April 5, 2024 11:47 AM
To: Billy Lehman; Scorpio Normand; Lori Fulwood; ryan@universalconceptsus.com
Subject: gulfport sketches
Attachments: 3 3D Yellow Sub and Pout Pout Fish.jpg; 4 Surfing and Buggy.jpg; 1 Octopus Garden baby octopi.jpg; 2 Giant Kelp Garden and Photo Op.jpg; 4 Surf Boards and Chair.jpg

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Hello Billy and Scorpio,

* "Baby Girl" and "Little Guy" Octopus - Aprox 10'H each

\$9,850 each x 2 = **\$19,700**

* RGB Kelp Garden - Aprox 18'W x 12'H

\$6,500 each x 2 = **\$13,000**

(Recommend 2)

Quotation good for 60 days

Let me know if I need to put this into a more formal quotation.

Thanks,

Greg Fulwood

Universal Concepts

Since 1980

www.christmasdecorandmore.com

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 _____, 2024, the following Resolution:

**RESOLUTION OF THE GULFPORT CITY COUNCIL DETERMINING,
ESTABLISHING, AND DESIGNATING AN URBAN RENEWAL AREA (TOWN
CENTER) WITHIN THE CITY OF GULFPORT, MISSISSIPPI AS APPROPRIATE
FOR URBAN RENEWAL PLANS, PROJECTS, AND DEVELOPMENT,
AND FOR RELATED PURPOSES**

WHEREAS, the Mississippi “Urban Renewal Law,” Title 43, Chapter 35, Article I of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities in Mississippi, after making certain findings, to undertake and carry out urban renewal plans and projects as defined therein and to exercise various powers within slum and/or blighted areas in the City of Gulfport (“City”), including, but not limited to, those that have been impacted by flood, fire, hurricane, earthquake, storm, or other catastrophes for which the Governor of the State of Mississippi has certified the need for disaster assistance under Federal Law; and

WHEREAS, Hurricane Katrina struck the Mississippi Gulf Coast on August 29, 2005, and caused catastrophic damage to the City, and the Governing Authority, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended, (the "Urban Renewal Act"), including Miss. Code Ann. § 43-35-13(g) (Rev. 2015), has determined that there are still numerous areas within the City, including that area more particularly described or set out in **Exhibit “A”** attached hereto, which remain impacted from this historic natural disaster, as well as other natural disasters and catastrophes that have occurred since Hurricane Katrina, and in need of restoration, redevelopment, and/or new development and for which then Governor Haley Barbour certified the need for disaster assistance (as that was granted under Federal Law); and

WHEREAS, the Governing Authority has further determined that the area described or set out in **Exhibit “A”** attached hereto is (a) blighted and (b) the rehabilitation, conservation,

redevelopment or combination thereof of such area is necessary in the interest of the public health, safety, morals and/or welfare of the residents of the City; and

WHEREAS, the land and area that is set forth, described, and/or delineated in **Exhibit “A”** attached hereto that is presently undeveloped or underdeveloped is further determined to be blighted in that (i) the predominance of defective and inadequate street layouts, unsuitable topography, and/or faulty or deficient lot layouts in relation to size, adequacy, accessibility, and usefulness of such properties, and their economic disuse, all of which, collectively or singularly, substantially impair the sound growth of the City, (ii) the variety of ownership and defective or unusual conditions of title associated with these properties substantially impair or arrest the sound growth of the City, and/or (iii) there is a prevailing or existing need for the correlation of such areas with other areas of the City by streets and modern traffic requirements as well as other factors and conditions which have heretofore and continue to retard development of such areas; and the land and area that is set forth, described, and/or delineated in attached **Exhibit “A”** that is presently developed or underdeveloped is also determined to be blighted in that (i) these have a presence of deteriorated or deteriorating structures, (ii) these have inadequate streets layouts, outmoded street patterns, unsuitable topography, or faulty or deficient lot layouts in relation to size, adequacy, accessibility or usefulness, (iii) there is a variety of ownership and defective or unusual conditions of title associated with these properties, and/or (iv) there is a prevailing or existing need for the correlation of such areas of the City by streets and modern traffic requirements as well as other factors and conditions that retard development of the area, collectively or singularly, which substantially impairs or arrests the sound growth of the City; and

WHEREAS, in accordance with authorities and powers under the Urban Renewal Act, and other authorities and powers conferred upon the City as a municipality in the State of Mississippi, the Governing Authority does hereby find, determine, establish, and designate that

area set forth, described, and/or delineated in **Exhibit “A”** attached hereto as an “Urban Renewal Area” or district within the City for purposes of urban renewal projects or development in accordance with Miss. Code Ann. § 43-35-1, *et seq.* (Rev. 2015) and as being appropriate for “Urban Renewal Plans” and/or “Urban Renewal Projects” and development within the scope of the Urban Renewal Act.

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

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

SECTION 2. That it is hereby officially found and determined that the area that is described, set out, or delineated in **Exhibit “A”** attached hereto are blighted areas existing in the City and the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the City.

SECTION 3. That it is further hereby found and determined that the area described, set out, or delineated in **Exhibit “A”** attached hereto shall be, and hereby is, established and designated as “Urban Renewal Areas” or district within the City and as being appropriate for “Urban Renewal Plans,” “Urban Renewal Projects,” and/or development or improvements within the scope of the Urban Renewal Act.

SECTION 4. That the Governing Authority reserves the right to continue to evaluate, assess, establish, and/or designate areas as blighted and in need of rehabilitation, conservation, redevelopment, or a combination thereof, in the best interests of the residents of the City and as

“Urban Renewal Areas” or districts and/or otherwise appropriate for Urban Renewal Plans or Projects.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City’s Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the_____ day of_____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of_____, 2024.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2024, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AGREEMENT WITH
THE GULFPORT REDEVELOPMENT COMMISSION AND THE MISSISSIPPI AQUARIUM,
FOR USE OF REAL PROPERTY FOR AN EMPLOYEE EVENT,
AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport intends to have an employee event on property owned by the Gulfport Redevelopment Commission and partially under lease to the Mississippi Aquarium (see Exhibit “A”); and

WHEREAS, the Gulfport Redevelopment Commission and the Mississippi Aquarium, have agreed to allow the City to use the said property for the employee event according to the terms and conditions of a license agreement, attached hereto as Exhibit “B”; and

WHEREAS, it is in the best interest of the City to approve the proposed license agreement with the Gulfport Redevelopment Commission and the Mississippi Aquarium concerning the use of the real property described therein for the planned employee event.

**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 license agreement with the Gulfport Redevelopment Commission and the Mississippi Aquarium concerning the use of real property for an employee event be and the same is hereby approved and the Mayor or his designee are hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

MAYOR

An aerial photograph of the Mississippi Aquarium and its surrounding area. The aquarium features several large, white, teardrop-shaped buildings with blue roofs. A large, circular, multi-colored structure is visible in the center. To the left, there is a large parking lot filled with cars. A multi-lane highway runs along the bottom right of the image. A red semi-transparent overlay covers the left side of the image, containing the text "EVENT SPACE".

EVENT SPACE

Mississippi Aquarium

Use Access License Agreement ("Agreement")

The City of Gulfport Mississippi, a political subdivision of the State of Mississippi ("User") has requested access to the certain portion of space located immediately to the west of the Mississippi Aquarium comprising the grass and sidewalk area that is owned by the Gulfport Redevelopment Commission, the urban renewal agency of the City of Gulfport ("GRC") and referenced on the attached diagram (the "Property") for the purpose of insert brief description of the event (the "Event"). Limited access rights are being granted pursuant to the specific terms and provisions of this Agreement.

Given the close proximity to the Mississippi Aquarium and the sensitivities of the marine mammals and aquatic and animal life within the Mississippi Aquarium, the consent of Mississippi Aquarium, a Mississippi non-profit entity ("MSAQ") is required for any activities or events that may be detrimental to Mississippi Aquarium and its marine mammals and aquatic and animal life, including any music or potentially loud or airborne type of activities.

The following is the contact information for:

User: City of Gulfport, Mississippi
Name of Contact Person: Jase Payne
Email Address: jpayne@gulfport-ms.gov
Phone: Office: 228-868-5782 Cell: 228-328-8413
Physical Address: 2309 13th Street
Gulfport, Mississippi 39501

Alternate Contact Person: Billy Lehman
Email Address: blehman@gulfport-ms.gov
Phone: 228.868.5789

GRC:
Name of Contact Person: Carole Lynn Meadows
Email Address: clmeadows@gmail.com
Physical Address: 2309 15th Street
Gulfport, Mississippi 39501

Alternate Contact Person: Steve Hendrix
Email Address: Steve.Hendrix@butlersnow.com

MSAQ:
Name of Contact Person:
Email Address:
Physical Address:
Gulfport, Mississippi 39502

Alternate Contact Person:
Phone:

GRC hereby grants a limited right of access upon the terms and conditions contained herein and to which User agrees and MSAQ consents, intending to be legally bound, as follows:

1. **License to Access Property:** GRC hereby grants a revocable license to User to use

the common unimproved areas of the Property, to include the improved and grass areas, solely for the purpose of the Event but specifically excluding any area roped off around the art exhibit depicting a sailing vessel (“**Artwork**”). Such license and access will be used by User only for the designated purpose and no other. Access will be limited to these portions of the Property on the following date(s): **May 2-4, 2024** (“**Term**”) with the understanding that User will keep the Property in good repair and repair any damage that may be caused to the Property at the end of this Term. In addition, User shall specifically be fully responsible for any damages that might occur to the above-mentioned Artwork and its surrounding area. It is not the intention or agreement of the undersigned by their assent hereto to request or grant access to the Property for any other purpose or for any other time periods. **To the extent allowed by Mississippi law and subject to the provisions of this license agreement, User is accepting the Property in its current condition, on an “AS IS, WHERE IS” basis with all faults; User shall have all the risk of use during the Event as if it is the owner.**

2. **Use Fee:** GRC hereby agrees to allow the use described herein for no fee.

3. **Licensure and Certification:** User hereby certifies that it has all approvals, permits and certificates required by law, ordinance, or regulations to undertake the Event.

4. **Proper Conduct and Use:**

a) User shall operate and conduct itself and cause its agents, employees, representatives, invitees, and guests to conduct themselves in accordance with all applicable laws, and all applicable policies, ordinances, and regulations of the City of Gulfport, Mississippi (the “**City**”), and in a manner so as not to cause any harm to persons or property. User shall at all times conduct such Event in a manner so as to not cause damage, loss, cost or expense to MSAQ, GRC or the Property or Artwork. In the event GRC consents to the sell or consumption of any alcoholic beverages for consumption on the Premises, Licensee shall insure that all such vendors and sales are fully licensed by all appropriate governing authorities and are conducted in accordance with all applicable laws, and all applicable policies, ordinances, and regulations of the City. Copies of all such licenses and permits shall be delivered to GRC no later than seven (7) business days prior to the Event.

b) User shall immediately restore and clean up the affected portions of the Property that are within the scope of this Agreement to their condition as existed immediately preceding such Event.

c) User shall not interfere with the business of MSAQ.

d) Parking availability is not guaranteed and shall be limited to designated public parking areas. GRC is not providing any parking for the Event. Parking may also be available at the nearby CTA garage for a fee.

e) User has been advised and acknowledges that there are no utility or sanitary services currently available on the Property, including, without limitation, electricity, water, sewer, or restroom facilities. User will be required to independently make arrangements for any and all necessary utility and sanitary services, including water and sanitary restroom facilities.

f) The User shall be solely responsible for obtaining all security for the Event. Neither MSAQ nor the GRC shall have any obligation to provide any security of any type.

5. **Special Events or Hazards:** User shall furnish a list of all events or activities to be staged on the Property, or otherwise to be sponsored as part of the Event. No special events or activities shall be held in connection with the Event that are excluded from User’s public liability

insurance coverage, unless a separate policy is furnished for the excluded activities naming MSAQ and GRC as insured and fulfilling the same requirements and limits as specified below. Holding of any such activities excluded from the coverage and not specifically approved by the GRC for the Event is strictly prohibited. The GRC shall have the right to refuse to allow any special activity deemed by the GRC in its sole discretion to be extra hazardous in nature. The GRC shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Event or part thereof, where the GRC is not adequately insured against the risk involved as determined by the GRC in its sole discretion.

6. Possession and Responsibility: User assumes full possession and control of the Property to be exercised according to this Agreement. User assumes full and sole responsibility for the Event and shall assume all risks and liabilities associated with or relating to the Event, including, but not limited to, any and all accidents on the Property permitted to be used by way of this Agreement, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to Property or Artwork sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by User or its agents, employees, representatives, invitees and guests on or about the Property. User agrees to take all reasonable steps to avoid creation of a hazard or dangerous environment.

7. Insurance: To the extent necessary or prudent, User represents and warrants that it carries and maintains special event liability insurance relating to the Event in the amount of no less than \$500,000 or such additional amount as may be requested by GRC given the nature of the Event. In the event that the sell or consumption of alcoholic beverages are permitted, User shall maintain or cause any applicable vendor to maintain liquor liability coverage in the amounts stated above and in a manner and form reasonably acceptable to the GRC. Each liability policy shall include an "Additional Insured Endorsement" in favor of the MSAQ and GRC, as well as its commissioners and agents thereof. User shall provide a certificate evidencing all such insurance coverages including the additional insured designations in a form and substance, and form an insurance company, acceptable to GRC. Such certificate must be delivered to GRC no later than seven (7) business days prior to the Event.

8. Notice of any Claim: In the event of any event, fact or occurrence which may lead to any claim of injury, theft or damage or any threat of any such claim by either User or a third party, User will immediately notify MSAQ and GRC in writing of such matter, including reasonable details regarding the time, nature and amount of any such claim and all events relating thereto.

9. Status as Independent Contractor: None of the provisions of this Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, employees, commissioners, or agents, shall have authority to bind the other in any manner. The relationship of the parties hereto is that of licensor and licensee, and it is expressly understood and agreed that neither MSAQ nor GRC in any way or for any purpose shall become or deemed to be a partner or joint venturer with User.

This Agreement shall be governed by the law of the State of Mississippi. It is understood and acknowledged by the parties that nothing in this Agreement waives or limits or shall be

construed to waive or limit any immunities or exemptions from liability afforded to the User under state and/or federal law. The obligations of User set forth above shall survive termination of the event for the applicable statute of limitations period. This Agreement represents the entire agreement of the parties and may not be assigned or modified in any manner without the prior written consent of each of the undersigned. This Agreement may be executed in one or more counterparts (including execution of counterpart signature pages), each of which shall be deemed an original and all of which counterparts, when taken together, shall constitute one and the same agreement. Facsimile or electronic signature shall be effective as an original.

The undersigned hereby each represent that they each have authority to execute and delivery this Agreement. Upon execution by both parties, this Agreement will immediately become a binding obligation upon each party enforceable in accordance with its terms. MSAQ is executing this Agreement for the purpose of consenting to the use as contemplated herein.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date set forth below.

User:

City of Gulfport Mississippi

By: _____
Name: Billy Hewes
Title: Mayor

Date: _____

GRC:

Gulfport Redevelopment Commission

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

MSAQ:

Mississippi Aquarium

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to Use Access License Agreement]

[Attach diagram of the Property – including a depiction of any exhibits or vendor areas]

86953723.v1

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO BLUE DIVING AND SALVAGE, LLC, FOR THE KEN COMBS BOAT LAUNCH DREDGING DUE TO HURRICANE ZETA PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND BLUE DIVING AND SALVAGE, LLC, FOR SAID WORK, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to dredge the Ken Combs Boat Launch and place material along the adjacent beach; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the construction of the aforementioned project and received bids from three (3) contractors; and

WHEREAS, the lowest and best base bid of the four (4) bids received was determined to have been submitted by Blue Diving and Salvage, LLC, in the amount of \$390,875.00 as recommended by Jeremy Harrison, City Engineer, and Covington Civil and Environmental, project engineer, and as set forth in the supporting documentation (see Exhibit “A” attached hereto); and

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

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

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

Section 2. That the bid of Blue Diving and Salvage, LLC, be and the same is hereby accepted, and that the contract/agreement attached hereto as Exhibit “A” be and the same is hereby approved and found to be in the best interest of the City, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

MAYOR

Memorandum – City of Gulfport



ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Legal Department

From: Jeremy R. Harrison, P.E., Director of Engineering



Date: 4/5/2024

Re: **Recommendation to Award Contract to Blue Diving and Salvage, LLC**
– Ken Combs Boat Launch Dredging Due to Hurricane Zeta

On January 9, 2024, bids were received for the above referenced project. Three (3) bids were received with Blue Diving and Salvage, LLC considered as the lowest bidder in the amount of \$390,875.00.

This project is designed to dredge the Ken Combs Boat Launch and place material along the adjacent beach. The cost of construction for this project is funded by FEMA Public Assistance for Hurricane Zeta. The City will be responsible for 5% of the overall costs after reimbursement.

I recommend approval of this contract.

Attachments:

1. Letter dated January 9, 2024 from Sarah McLellan, P.E.
2. Bid Tabulation
3. Contract



January 9, 2024

Mr. Jeremy Harrison, P.E.
Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507

**Re: Ken Combs Boat Launch Dredging Due to Hurricane Zeta
Recommendation for Contract Award**

Dear Mr. Harrison:

Per your authorization, three (3) bids were received on January 9, 2024, for the subject project. We accepted bid prices to dredge Ken Combs Boat Launch and place material along the adjacent beach. Blue Diving & Salvage, LLC submitted the lowest bid. The total cost for the bid is \$390,875.00.

We recommend the City of Gulfport award the contract to Blue Diving & Salvage, LLC for \$390,875.00 to dredge Ken Combs Boat Launch.

We appreciate the opportunity to provide these services to the City of Gulfport. If you have any questions on this recommendation, please contact me at 228-396-0486.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in blue ink that reads "Sarah McLellan".

Sarah McLellan, P.E.
Project Engineer

Enclosure: Certified Bid Tabulation

Ken Combs Boat Launch Dredging Due to Hurricane Zeta

Bid Tabulation

Bid Opening: January 9, 2024 at 10:00 AM

BID SCHEDULE				Breakwater Marine		Hughes Companies, Inc		Blue Diving & Salvage, LLC	
No.	Description	QTY	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
01505-A	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 150,000.00	\$ 150,000.00	\$ 46,000.00	\$ 46,000.00
35310-A	Dredge and Placement	11,100	CY	\$ 45.00	\$ 499,500.00	\$ 38.00	\$ 421,800.00	\$ 30.25	\$ 335,775.00
35310-B	Disposal of Unsuitable Material	700	CY	\$ 10.00	\$ 7,000.00	\$ 20.00	\$ 14,000.00	\$ 13.00	\$ 9,100.00
TOTAL BASE BID				\$ 536,500.00		\$ 585,800.00		\$ 390,875.00	



I certify that this is a correct tabulation of all bids received for this
Project on the date stated above to the best of my knowledge and belief.

1/9/2024 Sarah McLellan, P.E. - Project Engineer

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2023, by and between **CITY OF GULFPORT** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

**REPAIRS TO KEN COMBS DREDGING DUE TO
HURRICANE ZETA
PROJECT NO. 178392**

Article 2. ENGINEER.

The Project has been designed by:

Covington Civil & Environmental
230014th Street
Gulfport, Mississippi 39501

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER through the bidding and contract award in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. The Work will be substantially completed within One Hundred and Twenty (120) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

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

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

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

Article 4. CONTRACT PRICE.

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

The sum of \$ _____
(\$ _____) in accordance with CONTRACTOR'S Bid Proposal
dated _____, 2023.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in Article 15 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

511 Prior to Substantial Completion, progress payments may be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

5111 Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).

5112 On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

512 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.

52 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data".

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph S C - 5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 5.03 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (CITY OF GULFPORT CONTRUCTION STANDARDS).
- 8.3. Performance, Payment, and other Bonds consisting of eight (8) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 77, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 10, inclusive).
- 8.7. Specifications bearing the title:

**REPAIRS TO KEN COMBS DREDGING DUE TO
HURRICANE ZETA
PROJECT NO. 178392**

and consisting of all divisions, as listed in table of contents thereof.

- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 7, inclusive, with each sheet bearing the following general title:

**KEN COMBS BASIN DREDGING HURRICANE ZETA PROJECT NO.
178392**

- 8.9. Addenda numbers 0 to 0, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 3, inclusive)

- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

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

This Agreement will be effective on _____, 2023, (which is the effective Date of the Agreement).

OWNER:
City of Gulfport

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

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

Address for giving notices:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Certificate of Responsibility
No. _____

Agent for service of process:

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

Group K - Pumps for Lift Stations Contract Period 1-16-24 through 12-31-24 Renewable option 1-01-25 through 12-31-25					
		Bay Motor Winding, Inc.	JH Wright & Associates	Sheppard Services, LLC	Wastewater Solutions, LLC
Lift Stations with transducers					
1	Duplex panel/10 hp pump	No Bid	\$9,700.00	No Bid	No Bid
	Brand		Primex		
2	Duplex panel/15 hp pump	No Bid	\$9,700.00	No Bid	No Bid
	Brand		Primex		
3	Duplex panel/20 hp pump	No Bid	\$14,700.00	No Bid	No Bid
	Brand		Primex		
4	Duplex panel/25 hp pump	No Bid	\$15,150.00	No Bid	No Bid
	Brand		Primex		
5	Duplex panel/30 hp pump	No Bid	\$15,150.00	No Bid	No Bid
	Brand		Primex		
Lift Stations with float ball setup					
1	Duplex panel - 5 hp pump	No Bid	\$9,000.00	No Bid	No Bid
	Brand		Primex		
2	Duplex panel - 7.5 hp pump	No Bid	\$9,200.00	No Bid	No Bid
	Brand		Primex		
3	Duplex panel - 10 hp pump	No Bid	\$9,500.00	No Bid	No Bid
	Brand		Primex		
Myers pumps or equal - 230V,3Phase - 40' lead					
1	4vx 30m4-23 - 4” non-log pump 3 hp	No Bid	No Bid	\$4,100.00	\$8,583.00
	Brand			Ashland	CAPRARI
2	4vx 50m4-23 - 4” non-log pump 5 hp	No Bid	No Bid	\$4,200.00	\$11,739.00
	Brand			Ashland	CAPRARI
3	4vx 75ma-23 - 4” non-log pump 7.5 hp	No Bid	No Bid	\$4,550.00	\$9,159.00
	Brand			Ashland	CAPRARI
4	4vx 100ma-23- 4” non-log pump 10 hp	No Bid	No Bid	\$5,928.00	\$9,883.00
	Brand			Ashland	CAPRARI
5	4vx 150ma-23- 4” non-log pump 15 hp	No Bid	No Bid	\$6,763.00	No Bid
	Brand			Ashland	
6	4vx 200ma-23- 4” non-log pump 20 hp	No Bid	No Bid	\$8,176.00	\$25,837.00
	Brand			Ashland	CAPRARI

Submersible pumps					
1	3 hp with 4" discharge	\$6,811.00	\$4,950.00	\$4,100.00	\$8,583.00
	Brand	Mudbug	Wilo	Ashland	CAPRARI
2	5 hp with 4" discharge	\$6,890.00	\$4,950.00	\$4,275.00	\$11,739.00
	Brand	Mudbug	Wilo	Ashland	CAPRARI
3	7.5 hp with 4" discharge	\$8,575.00	\$5,300.00	\$5,500.00	\$9,159.00
	Brand	Mudbug	Wilo	Ashland	CAPRARI
4	10 hp with 4" discharge	\$8,890.00	\$5,750.00	\$7,300.00	\$9,883.00
	Brand	Mudbug	Wilo	Ashland	CAPRARI
5	15 hp with 4" discharge	\$10,400.00	\$6,150.00	\$8,400.00	No Bid
	Brand	Mudbug	Wilo	Ashland	
6	20 hp with 4" discharge	\$11,600.00	\$7,200.00	\$9,150.00	\$25,837.00
	Brand	Mudbug	Wilo	Ashland	CAPRARI
		Sabrina Moran	Paul Coletta	Chris McNeil	Arturo Garcia
		228-863-0666	251-621-1491	251-443-0770	954-483-9269
		sabrina@baymotorwinding.com	pcoletta@jhwright.com	cmcneil@sheppardsvs.com	matias@wws-llc.com

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO AND ENGINEERING SERVICES CONTRACT WITH COVINGTON CIVIL AND ENVIRONMENTAL, LLC, FOR ENGINEERING SERVICES IN CONNECTION WITH THE HYDRAULIC MODEL UPDATE FOR GULFPORT'S WATER DISTRIBUTION SYSTEM PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake the Hydraulic Model Update for Gulfport's Water Distribution System Project, a project intended to increase and improve the headworks at North Gulfport Wastewater Treatment Plant; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for the Hydraulic Model Update for Gulfport's Water Distribution System Project and received proposals from three (3) firms; and

WHEREAS, after referral to and grading by a selection committee, Covington Civil and Environmental, LLC, was selected as the highest scoring firm (see January 2, 2024, minutes) and recommended for award by Jeremy Harrison, City Engineer, as set forth in the supporting documentation; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for engineering services related to the Hydraulic Model Update for Gulfport's Water Distribution System Project to Covington Civil and Environmental, LLC, and to approve an agreement with Covington Civil and Environmental, LLC, concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 2. That the award of the contract for engineering services related to the Hydraulic Model Update for Gulfport's Water Distribution System Project., be and the same is hereby approved and the proposed Engineering Services Contract between Covington Civil and Environmental, LLC, and the City be and it is hereby approved in substantially the form found at Exhibit "A" hereto, subject to final approval by the Legal Department, and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2024.

APPROVED:

MAYOR



Memorandum – City of Gulfport

ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Wayne Miller, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Director of Public Works
Lee Wood, Project Manager
Jessica Versiga, Purchasing Agent
Legal Department

From: Jeremy Harrison, P.E., Director of Engineering



Date: April 4, 2024

Re: **Recommendation to Approve Engineering Services Contract**
- Covington Civil and Environmental, LLC
- Hydraulic Model Update for Gulfport's Water Distribution System

Attached for your consideration is the Engineering Services Contract for the referenced project in the not-to-exceed amount of \$288,500.00. The scope of services includes the update of the existing computerized hydraulic model and provide modeling services for the water distribution infrastructure within the City's franchise area.

This project consists of providing existing and projected system analysis with recommendations to improve Gulfport's water system. The project is 100% funded by Water and Sewer Funds.

I recommend approval of this contract.

Attachments:

- 1) Ben Benvenuti, P.E., Principal Engineer, letter dated March 20, 2024
- 2) Engineering Services Contract



March 20, 2024

Mr. Jeremy Harrison
Director of Engineering
4050 Hewes Ave
Gulfport, MS 39501

Re: Hydraulic Model Update for Gulfport's Water Distribution System

Dear Mr. Harrison:

Covington Civil & Environmental LLC (Covington) is pleased to furnish the City of Gulfport our contract to provide engineering services for the Hydraulic Model Update for Gulfport's Water Distribution System. Our team, which includes engineers who assisted with the 2010 water model update are ready to serve the City of Gulfport. We look forward to working with the City to complete this important project on time and within budget.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Benvenuti", with a stylized flourish at the end.

Benjamin Benvenuti, P.E.
Principal Engineer
Covington Civil & Environmental, LLC



Billy Hewes, Mayor

Gulfport City Council

Kenneth L. Casey, SR

Ward 1

F.B. 'Rusty' Walker, IV

Ward 4

Ron Roland

Ward 2

Myles Sharp

Ward 5

Ella Holmes-Hines

Ward 3

Robert 'R.Lee'

Flowers

Ward 6

Richard Kosloski

Ward 7

Agreement for:

**Hydraulic Model Update for Gulfport's Water Distribution
System**

March 2024

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents	2
2.03 Owner-Furnished Services	3
2.04 Owner’s General Responsibilities	4
2.05 Payment	5
Article 3— Schedule For Rendering Services	5
3.01 Commencement	5
3.02 Time for Completion	5
Article 4— Invoices And Payments	5
4.01 Invoices	5
4.02 Payments	6
Article 5— Opinions Of Cost	6
5.01 Opinions of Probable Construction Cost	6
5.02 Opinions of Total Project Costs	6
Article 6— General Considerations	6
6.01 Standards of Performance	6
6.02 Ownership and Use of Documents	8
6.03 Electronic Transmittals	9
6.04 Insurance	10
6.05 Suspension and Termination	10
6.06 Successors, Assigns, and Beneficiaries	12
6.07 Dispute Resolution	12
6.08 Controlling Law; Venue	13
6.09 Environmental Condition of Site	13
6.10 Indemnification and Mutual Waiver	14
6.11 Records Retention	15
6.12 Miscellaneous Provisions	16
Article 7— Definitions	16
7.01 Defined Terms	16
Article 8— Exhibits And Special Provisions	21
8.01 Exhibits to Agreement	21
8.02 Total Agreement	21
8.03 Designated Representatives	21
8.04 Engineer’s Certifications	21
8.05 Conflict of Interest	22

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Gulfport** (Owner) and **Covington Civil and Environmental, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **North Gulfport Wastewater Treatment Plant – Sand Filters** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design phase services including preparation of contract documents (plans and specifications), bid phase services for project award, construction phase services including processing of progress payments and project representative services.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface

or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 5. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. **N/A**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the amounts of Engineer's compensation, will be adjusted equitably.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily

used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract", prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence

Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with mutually agreeable protocol.
- B. If this Agreement does not establish or include protocols for electronic or digital transmittals, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of items, or from those established in applicable protocols.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability policy must include and list Owner as additional insureds.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

6.05 Suspension and Termination

- A. Suspension
 - 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C; or
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D.
- B. Termination for Cause
1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner and/or Engineer may terminate this Agreement for convenience, effective upon receipt of notice from either party.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will

have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then, if Exhibit H is not included, or if no final

dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether

to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.
- B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent required in paragraph 6.11.
- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.
- G. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, the Owner and the Engineer and their officers, directors, members, partners, agents, Consultants, and employees shall not be liable to the other or anyone claiming by, through, or under each other for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to: Loss of use, loss of profit; loss of business; loss of income; loss of reputation or any other consequential damages that either party may have incurred from any cause of actions including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or person named herein in all contracts and subcontracts with other involved in the project. Both the Owner and the Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer’s services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner’s last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to

bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other

contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections,

and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Owner's Responsibilities
- D. Exhibit D, NOT USED
- E. Exhibit E, NOT USED
- F. Exhibit F, NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, NOT USED
- I. Exhibit I, NOT USED
- J. Exhibit J, Payments to Engineer for Services.
- K. Exhibit K, Amendment to Owner-Engineer Agreement

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **April 2, 2024, or the date executed by City of Gulfport (whichever is later).**

Owner:

City of Gulfport

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Billy Hewes

(typed or printed)

Title: Mayor

(typed or printed)

Address for giving notices:

P.O. Box 1780

Gulfport, MS 39571

Designated Representative:

Name: Jeremy Harrison

(typed or printed)

Title: Director of Engineering

(typed or printed)

Address:

4050 Hewes Avenue

Gulfport, MS 39571

Phone: 228-868-5740

Email: jharrison@gulfport-ms.gov

Engineer:

Covington Civil and Environmental, LLC

(name of organization)

By:

(individual's signature)

Date:

March 20, 2024

(date signed)

Name: Ben Benvenuti

(typed or printed)

Title: Principal Engineer

(typed or printed)

Address for giving notices:

2300 14th Street

Gulfport, MS 39501

Designated Representative:

Name: Ben Benvenuti

(typed or printed)

Title: Principal Engineer

(typed or printed)

Address:

2300 14th Street

Gulfport, MS 39501

Phone: 228-396-0486

Email: Ben@ccellc.us

Exhibit A Table of Contents

Article 1— BASIC SERVICES	2
1.01 Study and Report Phase	2
Existing infrastructure and user data will be cataloged and included in final reporting.....	2
1.02 Preliminary Design Phase – Not Applicable	3
1.03 Final Design Phase – Not Applicable	3
1.04 Bidding/Proposal Phase – Not Applicable.....	3
1.05 Construction Phase – Not Applicable.....	3
1.06 Post-Construction Phase – Not Applicable	3
Article 2— ADDITIONAL SERVICES	3
2.01 Additional Services Requiring Owner’s Written Authorization	3

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	Hydraulic Model Update for Gulfport’s Water Distribution System
Type and Size of Facility:	Hydraulic water model development
Description of Improvements:	The scope of work includes the update of the existing computerized hydraulic model and provide modeling services for the water distribution infrastructure within the City’s franchise area.

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Study and Report Phase

- A. Task 1 - Software Evaluation and Selection: The U.S. Environmental Protection Agency (EPA) provides public software named EPANET for the purpose of hydraulic and water quality simulation of water distribution systems. During Task 1, this software will be evaluated by preparing a basic water model complete with multiple tanks and wells. Properties of mains, tanks and wells will be altered for analyzing different scenarios for verification of results specifically targeting system pressures and fire flows. Additionally, scenario functionality will be evaluated to verify ease of analyzing proposed conditions. Once the evaluation is complete, a summary of the findings will be provided as well as a recommendation on model development using either EPANET or proprietary software.
- B. Task 2 – Data Collection: Covington will work with the City to identify data needs and review available data from the city. The following information will be supplied by the City if available:
 - 1. Well inventory (location, elevations, static level, performance data, control elevations and age)
 - 2. Tank inventory (location, ground elevation, capacity, operating elevations and control elevations)
 - 3. Pipe network (location and sizes)
 - 4. Flow data from wells and tanks
 - 5. Map of fire flow test results
 - 6. Large users
 - 7. Leak density maps
 - 8. HCUA connections and Hydraulic performance of HCUA system.Existing infrastructure and user data will be cataloged and included in final reporting.
- C. Task 3 – Existing Model Development: Existing network will be reviewed to identify critical pipe network to be included for hydraulic analysis. Smaller redundant pipes shall be omitted from hydraulic analysis will be reviewed and cataloged for size and length. Input well and tank locations including performance/operating data. Determine demand at each node based on property in service area and usage (zoning) or large user data. Calculated demand will be average as well as peak. Determine fire flow requirements based on usage as either residential or commercial. Generate model exhibits with unique identification of pipes, nodes, tanks and wells. Tables will be generated based on the unique identifiers and furnished to the city for review.
- D. Task 4 – Hydraulic Analysis:
 - 1. Identify system operating pressures and required fire flows based on Design Standards as well as required storage (tanks) and production (wells) capacity. The following Design Standards shall be utilized:

- a. MSDH Minimum Design Criteria for Mississippi Public Water Systems
 - b. National Fire Protection Association NFPA for fire flows
 - c. City of Gulfport Design Criteria for Water System (if available)
- 2. Analyze existing storage and production capacity. Consider two oldest wells removed during production analysis.
- 3. Determine conditions for minimum and maximum pressure scenarios on existing system. Analyze based on present and future demand.
- 4. Both the pressure scenarios and fire flow analysis will be performed considering operation of the existing system as well as the existing system less the two oldest wells.
- 5. Identify deficiencies and recommendations using iteration. It is assumed that two wells need to be located and hydraulic performance criteria specified.
- E. Task 5 – Report and Recommendations
 - 1. Prepare final report with the following basic outline:
 - a. Introduction/background
 - b. Existing conditions
 - c. Design standards utilized
 - d. Existing and projected system analysis
 - e. Recommendations

- 1.02 Preliminary Design Phase – Not Applicable
- 1.03 Final Design Phase – Not Applicable
- 1.04 Bidding/Proposal Phase – Not Applicable
- 1.05 Construction Phase – Not Applicable
- 1.06 Post-Construction Phase – Not Applicable

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Requiring Owner’s Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner through a supplemental agreement.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Exhibit A—Engineer’s Services.

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2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of plans, or method of financing; and revising previously accepted studies, reports, models, or maps.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.01.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
 - h. Cost estimates for capital improvements.
8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
9. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management,

Exhibit A—Engineer's Services.

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cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

12. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
14. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
15. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
16. Preparation of operation, maintenance, and staffing manuals.
17. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
18. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
19. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
20. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
21. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit 1 review copies of the Software and Evaluation summary of findings.	1.01.A	Within 45 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding the Software and Evaluation summary of findings	1.01.A	Within 14 days of the receipt the Software and Evaluation summary of findings.
Engineer	Complete data collection (provided by City of Gulfport) and existing model development	1.01.C	Within 90 days of the selection of modeling software based on Task 1.01.A.
Engineer	Complete preliminary analysis of system operating pressures and required fire flows	1.01.D	Within 60 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the preliminary analysis of system operating pressures and required fire flows	1.01.D	Within 14 days of the receipt of the preliminary analysis of system operating pressures and required fire flows.
Engineer	Submit to Owner final report and recommendations	1.01.E	Within 120 days of receipt of Owner's final comments and instructions regarding the preliminary analysis of system operating pressures and required fire flows.

EXHIBIT C - OWNER'S RESPONSIBILITIES

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- 2.06 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including modeling objectives and constraints, and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous GIS and AutoCAD files, reports, studies, models in relation to the city's water distribution infrastructure, including all items listed in Exhibit A.
 - C. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
 - E. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - F. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 - H. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
 - I. Perform or provide the following: None.

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$NA
General Aggregate	\$NA

Exhibit G—Insurance.

Appendix 2: Standard Hourly Rates Schedule.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET: STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET: STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

- 1.01 Compensation for I Services—Standard Hourly Rates Method of Payment: Owner shall pay Engineer an amount Not To Exceed \$288,500.00 based on the following distribution of compensation.
- A. Owner shall pay Engineer for Services set forth in Exhibit A as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Services times Standard Hourly Rates for each applicable billing class, plus Services-related Reimbursable Expenses and Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
 - B. Compensation for Reimbursable Expenses
 - 1. Such Reimbursable Expenses include, to the extent Services-related, the expenses identified in the following categories: transportation (including mileage), technology fees, and modeling software costs. The allocated cost for software is \$7,500.00.
 - 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Services, the latter multiplied by a factor of **1.1**.
 - C. Other Provisions Concerning Payment for Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.1**.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$ 205/hour
Engineering Manager	\$ 190/hour
Senior Engineer	\$ 185/hour
Professional Engineer	\$ 155/hour
Project Engineer II	\$ 145/hour
Project Engineer I	\$ 135/hour
Hydraulic Modeling Technician	\$ 105/hour
Senior CAD Technician	\$ 90/hour
Engineering/Specification Technician	\$70/hour
Administrative	\$ 60/hour

EXHIBIT K— AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit J.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

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 _____, 2024, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING
ORDER FORM AMENDMENT WITH FIFTH ASSET, INC., D/B/A DEBTBOOK AND
FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, for use by the Finance and Accounting Department, obtained financial management software intended to facilitate debt, lease, and subscription management and accounting compliance; and

WHEREAS, the Finance and Administration Department has requested renewal of the Order Form and General Terms and Conditions with Fifth Asset, Inc., d/b/a DebtBook, in order to continue with the said software that will provide the Department with a one-stop portal for debt, lease and subscription management; and

WHEREAS, the City finds that approval and execution of the Order Form Amendment as found at Exhibit “A” hereto is in the best interest of the City of Gulfport.

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

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

SECTION 2. That the Order Form between the City of Gulfport and Fifth Asset, Inc., d/b/a DebtBook, be and the same is hereby approved in substantially the form attached hereto and as may be finally approved by the City’s Legal Department, and the Mayor be and he is hereby authorized to execute and deliver the Order Form on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

MAYOR

ORDER FORM AMENDMENT

This Order Form Amendment (this “**Amendment**”) is entered into between the customer executing below (“**Customer**”) and Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”).

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Exhibit A (collectively, the “**Existing Order Form**”). The Existing Order Form, as modified by this Amendment, is referred to as the “**Renewal Order Form**.” Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

Amendments. Any reference to the “**DebtBook Quote**” will mean DebtBook’s pricing document attached as Exhibit B. Any reference to the “**Customer Terms**” will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit C. Any reference to the “**Terms & Conditions**” will mean the updated Terms & Conditions attached as Exhibit D. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to DebtBook at the address indicated beneath DebtBook’s signature below. Any reference to the “**Order Form**” will mean the Renewal Order Form, and any reference to the “**Agreement**” will mean the Agreement as modified by this Amendment.

Term. This Amendment establishes a “**Renewal Term**” beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

Services; Fees. The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the Application Services. During the Renewal Term, DebtBook will charge Customer an annual Subscription Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Other Terms. Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the “**Amendment Effective Date**”). *Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.*

Authority; Execution. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

GULFPORT, MS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Date Signed: _____

Purchase Order Required: Yes ____ No ____

Exhibit A
Existing Order Form(s)

[See attached.]

Exhibit B

DebtBook Quote

[See attached.]



City of Gulfport, MS

P.O. Box 1780
Gulfport, MS 39502

Prepared For:
Amber Hinton | Finance Manager
ahinton@gulfport-ms.gov
+12288685705 ext 6540

Prepared By:
Brandi Lynch
Customer Success Manager
brandi.lynch@debtbook.com

Notice Address:
PO Box 667950
Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 3 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

Products

Description	Year 1	Year 2	Year 3
2023 Tier 3 - Debt - 23DST3-2 DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-	-
2023 Tier 3 - Lease and Subscriptions - 23LSST3-2 DebtBook's Lease management and Subscriptions software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-	-
Product Bundle Total	\$23,600	\$27,900	\$31,300
			Price
Total Contract Value			\$82,800

Exhibit C

Customer Terms

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

Exhibit D

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. **Definitions.**

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"Order Form" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"Premium Implementation Services" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Products" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide City of Gulfport, MS ("Customer") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "DebtBook Quote"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "Terms & Conditions"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 02/28/2023	Billing Frequency: Annually
Initial Term End Date: 02/27/2024	Payment Terms: Net 30
Initial Pricing Tier: 3	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "Implementation Period"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

CITY OF GULFPORT, MS

By: [Signature]
Name: Tyler Traudt
Title: CEO

Notice Address

P.O. Box 1780
Gulfport, MS 39502
Attention: Todd Harman
tharman@gulfport-ms.gov

Billing Contact

P.O. Box 1780
Gulfport, MS 39502
Attention: Todd Harman
tharman@gulfport-ms.gov

Exhibit A
DebtBook Quote

[See attached.]

Gulfport, MS

Gulfport, MS

P.O. Box 1780
Gulfport, MS 39502
US

Quote created: January 25, 2023

Quote expires: February 24, 2023

Quote created by: Max Travis

Regional Sales Director

max.travis@debtbook.com

Amber Hinton

ahinton@gulfport-ms.gov
+12288685705 ext 6540

Todd Harman

tharman@gulfport-ms.gov
228.868.5727

Comments from Max T ravis**Products & Services**

Item & Description	SKU	Quantity	Unit Price	Total
23 White Glove Implementation Fee Tier 3 This covers the cost of our White Glove Implementation process for your organization.	23WGI3- 1	1	\$3,000.00	\$3,000.00

Item & Description	SKU	Quantity	Unit Price	Total
23 Subscription Fee Tier 3 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST3-1	1	\$20,000.00 / year	\$20,000.00 / year
			Total	\$23,000.00

2023 Pricing Tiers

The below tiers represent DebtBook's 2023 Pricing Tiers.

TIER	DEBT, LEASE & SBITA AGREEMENTS (# AND \$)	ANNUAL	White Glove Implementation	Guided Implementation
Tier 1	Up to 15 and \$50 million	\$8,000	\$0	\$0
Tier 2	Up to 75 or \$200 million	\$13,000	\$2,000	\$0
Tier 3	Up to 150 or \$1 billion	\$20,000	\$3,000	\$0
Tier 4	Up to 225 or \$2 billion	\$30,000	\$4,000	\$0
Tier 5	Up to 300 or \$5 billion	\$45,000	\$5,000	\$0
Tier 6	Up to 400 or \$7 billion	\$60,000	\$6,000	\$0
Tier 7	Up to 600 or \$8.5 billion	\$70,000	\$8,000	\$0
Tier 8	Up to 800 or \$10 billion	\$80,000	\$10,000	\$0

Questions? Contact me



Max Travis
 Regional Sales Director
max.travis@debtbook.com

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer’s debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook’s debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

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 _____, 2024, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (JZ 94.5 – JUNETEENTH CELEBRATION), AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2024.

MAYOR



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: April 2, 2024

RE: JZ Juneteenth Celebration – Road Closure

JZ, the People's Station, is requesting a road closure for their annual event "JZ Juneteenth Celebration" on Saturday June 15th, 2024. See attached map.

Event Area:

- 14th St at 23rd Ave
- 22nd Ave at 15th St

*The public event permit application is in the approval process by all city departments and Wayne Miller, CAO.

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "William Lehman".

William Lehman
Special Events Manager
Office of the CAO



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE JZ 94.5 JUNETEENTH CELEBRATION, AND FOR RELATED PURPOSES

WHEREAS, local radio station WJZD 94.5 is planning a Juneteenth Celebration, on June 15, 2024, in downtown Gulfport, at and just west of the Mississippi Aquarium, to promote the aquarium and to provide historical context for Juneteenth, along with music, a video presentation and fun for the attendees; and

WHEREAS, WJZD 94.5 has requested use of the City's large stage and other support for this new event in downtown Gulfport in the amount of \$1,950.00 in a mix of cash and in-kind donations; and

WHEREAS, City of Gulfport will receive advertising from publicity afforded the Juneteenth Celebration contemplated by WJZD 94.5 on June 15th in downtown Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Mississippi Gulf Coast and the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the waiver of the stage (\$1,500.00) and trashcan (\$50.00) use fees and an additional \$400.00 for the rental of portable toilets serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the wavier of rental fees and a donation in the total amount of \$1,550.00 for the use of the large stage and trashcans and \$400.00 funding for portable toilets, as more fully set forth herein, with a special check authorized in the amount of \$400.00, as needed.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

MAYOR



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: April 2, 2024

RE: Stage & Port-o-let Request – JZ Juneteenth Celebration

JZ requests the usage of our large stage, trash cans and port-o-potties for their annual Juneteenth Celebration. Please see below the items requested with costs and attached letter of request with their letter confirming their 501(c)(3) status.

Requests:

- Large Stage with roof: \$1,500.00
- Trash Cans: \$50.00
- Port-o-Potties: \$400

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "Will L", is written above the typed name and title.

William Lehman
Special Events Manager
Office of the CAO



P.O. Box 6216
Gulfport, MS 39506
office: (228) 896-5307 • fax: (228) 896-5703

March 27, 2024

I am delighted to announce our non-profit, The People's Station Corporation, will be hosting the second annual Juneteenth Family Fun Day, June 15, 2024. It is our desire to provide historical context for Juneteenth with music, video presentation and fun for attendees. The movie Emancipation will also be shown. The event will be from 3pm—8:30pm. JZ 94.5 will provide all entertainment including DJ, band, MC, video, and exterior recreation. The City of Gulfport will provide a large stage with roof, street closures, barricades, parking (not in the CTA garage) and port o potties.

With the exception of entry to the aquarium, the event will be completely free. We envision having food trucks and vendors along 14th Avenue of the GRC and/or potentially along the corridor on the east side of the aquarium. Please help us to make this another in the long list of successful events JZ 94.5 has had in its 30 year history of broadcasting.

Sincerely,


Rip Daniels
CEO
JZ 94.5 FM



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE PEOPLES STATION CORPORATION
10211 SOUTHPARK DR
GULFPORT, MS 39503

Date:
12/27/2023
Employer ID number:
93-4867573
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
September 19, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053752002443

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE SOUTHWESTERN ATHLETIC CONFERENCE SOFTBALL TOURNAMENT AWARDS BANQUET, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is pleased to host, for the fifth year in a row, the Southwestern Athletic Conference Softball Tournament at the Gulfport Sportsplex in May 2024; and

WHEREAS, SWAC has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Orange Grove Community Center for the May 6, 2024, SWAC Softball Tournament Awards Banquet; and

WHEREAS, City of Gulfport receives invaluable advertising thru the advance promotion of the SWAC Softball Tournament and related events; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation (waiver of \$780.00) of the use of Orange Grove Community Center to the Southwestern Athletic Conference in support of the SWAC's 2024 Softball Tournament and the Tournament Awards Banquet serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Orange Grove Community Center to the Southwestern Athletic Conference in support of the SWAC's 2024 Softball Tournament and the Tournament Awards Banquet and the City of Gulfport.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

MAYOR



Facility Use Fee Waiver Request Form

Date of Request: 4/4/2024

Name of Person Submitting Request: Carlos Bell

Organization or Group Requesting Fee Waiver:

Name: Southwestern Athletic Conference (The SWAC)

Address: 1101 22nd St. South Phone Number: 205-251-7573
Birmingham, AL 35205

Reason for Fee Waiver Request:

This waiver request is part of an economic impact relationship with the City of Gulfport and the SWAC Women's Conference Tournament. During this tournament all 8 Universities teams, 30 Staff, and 15 Officials will book all hotels in Gulfport for 5-6 days. This waiver has been honored in the previous years. Thank you for your consideration.

Primary Contact Person:

Name: Carlos Bell

Address: 4802 Harrison Cir. Gpt, MS 39507

Phone Number: 228.263.1112 E-Mail Address: bellcarlos1977@gmail.com

Facility/facilities requested: Orange Grove Community Center Date/s of Event: _____

Event Type: Awards Banquet

Event Time(start and end): 6pm - 9pm

Date/s Required for Set Up and Breakdown: 5/6/2024

Anticipated Attendance (Number of Persons per day): 275

Fee Waiver Total: Rental Fee: \$ 130 X 6 Hours = \$780
(Must include set-up and breakdown times)



Facility Use Fee Waiver Request Form

Circle one:

Y or N

- Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations? ☒ ☐
If yes please, provide us with a copy of your 501 (c) non-profit status with this request.
- Does applicant intend to sell vendor space or tables? ☐ ☒
- Is there a charge to enter this event? ☐ ☒
- Is it open and free to the public? ☐ ☒

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

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

Carlos Bell

SIGNATURE

Carlos Bell

PRINTED NAME

4/4/2024

DATE

STATE OF ALABAMA
NON-PROFIT CORPORATION
ARTICLES OF INCORPORATION

200001

# 552539	
Posted by: <i>Sen</i>	Checked by: <i>[Signature]</i>
/ 3604	

INSTRUCTIONS:

STEP 1: THIS FORM IS A GUIDELINE FOR COMPLETING YOUR ARTICLES OF INCORPORATION. TO INCORPORATE, FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF INCORPORATION IN THE COUNTY WHERE THE CORPORATION'S REGISTERED OFFICE IS LOCATED. THE JUDGE OF PROBATE'S FILING FEE IS \$25 AND THE SECRETARY OF STATE'S FILING FEE IS \$20.

STEP 2: NON-PROFIT CORPORATIONS MUST HAVE AT LEAST THREE DIRECTORS.

PURSUANT TO THE PROVISIONS OF THE ALABAMA NON-PROFIT CORPORATION ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF INCORPORATION.

- Article I** The name of the corporation.
Southwestern Athletic Conference
- Article II** The duration of the corporation is perpetual, unless otherwise stated.
- Article III** The corporation has been organized for the following purpose(s):
To encourage, promote, advance, and conduct intercollegiate sports activities of its member institutions.
- Article IV** 10-3A-26. A corporation may have one or more classes of members or may have no members. If the corporation has one or more members, the designation of such class or classes, the manner of election or appointment and the qualification and rights of the members of each class shall be set forth in the articles of incorporation or the bylaws. If the corporation has no members, that fact shall be set forth in the articles of incorporation.
The corporation has one class of members.
- Article V** The street address (NO PO BOX) of registered office 1527 - 5th Avenue, North
Birmingham, AL 35205 and the name of
registered agent at that office E. Delane Rosemond
- Article VI** The names and addresses of the Directors.
Mr. Rudy Washington, 1517 - 5th Avenue North Birmingham, AL 35204
Dr. William Harris, 915 South Jackson Street, Montgomery, AL 36101
Dr. Clinton Bristow, Jr., 1000 ASU Drive, Lorman, MS 39096
- Article VII** The name and address of the Incorporator.
E. Delane Rosemond, 1527 5th Avenue North, Birmingham, AL 35204

Any provision, not inconsistent with the law, for the regulation of the internal affairs of the corporation, including any provision for distribution of assets on dissolution or final liquidation may be added.

IN WITNESS THEREOF, the undersigned incorporator executed these Articles of Incorporation on this, the 3rd day of January, 2000.

State of Alabama - Jefferson County
I certify this instrument filed on:

2000 JAN 12 P.M. 13:36

Recorded and \$

Mtg. Tax

and \$

\$ 26.00

Deed Tax and Fee Amt.

26.00

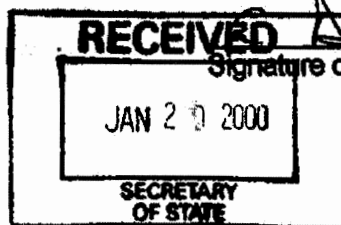
GEORGE R. REYNOLDS, Judge of Probate



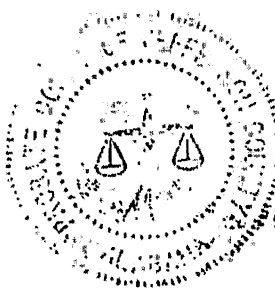
200001/3604

E. Delane Rosemond
Type or Print Name of Incorporator

[Signature]
Signature of Incorporator



0055230



State of Alabama
Jefferson County

I, the Undersigned, as Judge of Probate in and for said County, in said State, hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in vol. 20001 page 3604.

Given under my hand and official seal, this the 12th

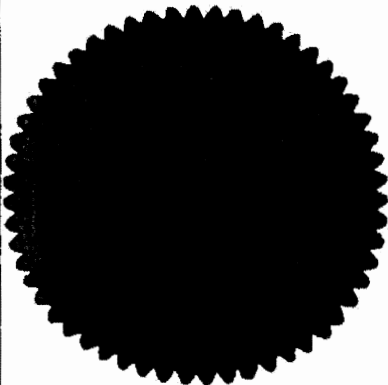
day of January, 2019
Michael F. Bolin

Judge of Probate

CERTIFICATE OF INCORPORATION
OF
SOUTHWESTERN ATHLETIC CONFERENCE

Given Under My Hand and Official Seal on this the 12TH
day of JANUARY, 2000

Michael F. Bohri
Judge of Probate



Form 990 Department of the Treasury Internal Revenue Service	Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) ▶ Do not enter social security numbers on this form as it may be made public ▶ Information about Form 990 and its instructions is at www.irs.gov/form990	OMB No 1545-0047 2017 Open to Public Inspection
---	--	--

A For the 2017 calendar year, or tax year beginning 07-01-2017, and ending 06-30-2018

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization SOUTHWESTERN ATHLETIC CONFERENCE Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2101 6TH AVENUE NORTH NO 700 City or town, state or province, country, and ZIP or foreign postal code BIRMINGHAM, AL 35203	D Employer identification number 64-0679979 E Telephone number (205) 251-7573 G Gross receipts \$ 7,083,838
F Name and address of principal officer CHARLES MCCLELLAND 2101 6TH AVENUE NORTH NO 700 BIRMINGHAM, AL 35203		H(a) Is this a group return for subordinates? ☐ Yes ☒ No H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list (see instructions) H(c) Group exemption number ▶
I Tax-exempt status ☒ 501(c)(3) ☐ 501(c) () (insert no) ☐ 4947(a)(1) or ☐ 527		
J Website: ▶ WWW SWAC ORG		
K Form of organization ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶		L Year of formation 2000 M State of legal domicile AL

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities TO ENCOURAGE, PROMOTE, ADVANCE, AND CONDUCT INTERCOLLEGIATE SPORTS ACTIVITIES AND OTHER RECREATIONAL AND NONPROFITABLE ACTIVITIES AMONG ITS MEMBER SCHOOLS																						
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets 3 Number of voting members of the governing body (Part VI, line 1a) 4 Number of independent voting members of the governing body (Part VI, line 1b) 5 Total number of individuals employed in calendar year 2017 (Part V, line 2a) 6 Total number of volunteers (estimate if necessary) 7a Total unrelated business revenue from Part VIII, column (C), line 12 7b Net unrelated business taxable income from Form 990-T, line 34	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:10%;">3</td><td style="width:90%; text-align: right;">10</td></tr> <tr><td>4</td><td style="text-align: right;">10</td></tr> <tr><td>5</td><td style="text-align: right;">9</td></tr> <tr><td>6</td><td style="text-align: right;">6</td></tr> <tr><td>7a</td><td style="text-align: right;">0</td></tr> <tr><td>7b</td><td style="text-align: right;">0</td></tr> </table>	3	10	4	10	5	9	6	6	7a	0	7b	0									
3	10																						
4	10																						
5	9																						
6	6																						
7a	0																						
7b	0																						
Revenue	8 Contributions and grants (Part VIII, line 1h) 9 Program service revenue (Part VIII, line 2g) 10 Investment income (Part VIII, column (A), lines 3, 4, and 7d) 11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:45%; text-align: center;">Prior Year</th> <th style="width:45%; text-align: center;">Current Year</th> </tr> </thead> <tbody> <tr><td>8</td><td style="text-align: right;">3,984,924</td><td style="text-align: right;">4,314,858</td></tr> <tr><td>9</td><td style="text-align: right;">2,706,421</td><td style="text-align: right;">2,641,280</td></tr> <tr><td>10</td><td style="text-align: right;">-812</td><td style="text-align: right;">1,151</td></tr> <tr><td>11</td><td style="text-align: right;">22,574</td><td style="text-align: right;">126,549</td></tr> <tr><td>12</td><td style="text-align: right;">6,713,107</td><td style="text-align: right;">7,083,838</td></tr> </tbody> </table>		Prior Year	Current Year	8	3,984,924	4,314,858	9	2,706,421	2,641,280	10	-812	1,151	11	22,574	126,549	12	6,713,107	7,083,838			
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Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3) 14 Benefits paid to or for members (Part IX, column (A), line 4) 15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 16a Professional fundraising fees (Part IX, column (A), line 11e) b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0 17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 18 Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25) 19 Revenue less expenses Subtract line 18 from line 12	<table border="1" style="width:100%; border-collapse: collapse;"> <tbody> <tr><td>13</td><td style="text-align: right;">1,361,254</td><td style="text-align: right;">136,892</td></tr> <tr><td>14</td><td style="text-align: right;">0</td><td style="text-align: right;">0</td></tr> <tr><td>15</td><td style="text-align: right;">1,075,491</td><td style="text-align: right;">1,028,357</td></tr> <tr><td>16a</td><td style="text-align: right;">0</td><td style="text-align: right;">0</td></tr> <tr><td>17</td><td style="text-align: right;">4,504,265</td><td style="text-align: right;">4,007,809</td></tr> <tr><td>18</td><td style="text-align: right;">6,941,010</td><td style="text-align: right;">5,173,058</td></tr> <tr><td>19</td><td style="text-align: right;">-227,903</td><td style="text-align: right;">1,910,780</td></tr> </tbody> </table>	13	1,361,254	136,892	14	0	0	15	1,075,491	1,028,357	16a	0	0	17	4,504,265	4,007,809	18	6,941,010	5,173,058	19	-227,903	1,910,780
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Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here	***** Signature of officer CHARLES MCCLELLAND COMMISSIONER Type or print name and title	2019-04-18 Date															
Paid Preparer Use Only	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Print/Type preparer's name PATRICK W BOWMAN</td> <td style="width:30%;">Preparer's signature PATRICK W BOWMAN</td> <td style="width:20%;">Date</td> <td style="width:20%;">Check ☐ if self-employed</td> <td style="width:20%;">PTIN P01264344</td> </tr> <tr> <td colspan="3">Firm's name ▶ BMSS LLC</td> <td colspan="2">Firm's EIN ▶ 46-1498870</td> </tr> <tr> <td colspan="3">Firm's address ▶ 1121 RIVERCHASE OFFICE RD BIRMINGHAM, AL 35244</td> <td colspan="2">Phone no (205) 982-5500</td> </tr> </table>	Print/Type preparer's name PATRICK W BOWMAN	Preparer's signature PATRICK W BOWMAN	Date	Check ☐ if self-employed	PTIN P01264344	Firm's name ▶ BMSS LLC			Firm's EIN ▶ 46-1498870		Firm's address ▶ 1121 RIVERCHASE OFFICE RD BIRMINGHAM, AL 35244			Phone no (205) 982-5500		
Print/Type preparer's name PATRICK W BOWMAN	Preparer's signature PATRICK W BOWMAN	Date	Check ☐ if self-employed	PTIN P01264344													
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Firm's address ▶ 1121 RIVERCHASE OFFICE RD BIRMINGHAM, AL 35244			Phone no (205) 982-5500														

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE MISSISSIPPI GULF COAST CHAMBER OF COMMERCE TASTE RATTLE AND ROLL EVENT, AND FOR RELATED PURPOSES

WHEREAS, Mississippi Gulf Coast Chamber of Commerce is hosting its annual Taste Rattle and Roll event at Gulfport's Centennial Plaza on May 2, 2024; and

WHEREAS, the City of Gulfport receives priceless advertising thru the public relations associated with the Taste Rattle and Roll event which is held in our City annually by the Mississippi Gulf Coast Chamber of Commerce; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to and promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an in-kind expenditure of \$130.00 to the Mississippi Gulf Coast Chamber of Commerce (in the form of waiver of fees associated with the use of 10 barricades and 6 trashcans for the Taste Rattle and Roll event) serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of an in-kind donation with a value of \$130.00 to the Mississippi Gulf Coast Chamber of Commerce to be used to advertise the City of Gulfport.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

MAYOR



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: April 1, 2024

RE: Barricade Request – Gulfport Chamber of Commerce

Please see attached letter form the Mississippi Gulfport Chamber of Commerce requesting the use of 10 barricade and 6 garbage cans for their 11th Annual Taste Rattle Roll event.

Requests:

- Barricades: \$100.00
- Trash Cans: \$30.00

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "William L.", is positioned above the typed name.

William Lehman
Special Events Manager
Office of the CAO



Mississippi Gulf Coast Chamber of Commerce



Connect



Inform



Advocate



Develop

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

Dear Gulfport City Council,

Subject: Request for Support and use of 10 city barricades plus 6 large trash drums

I hope this letter finds you well. I am writing on behalf of the Gulfport Chamber of Commerce to request your support for our upcoming event, the 11th Annual Taste Rattle and Roll, which aims to benefit our small business grant program and advocate for local our restaurants. We are excited about the positive impact this event will have on our community, and we believe that the City of Gulfport and the Gulfport City Council can play a pivotal role in making it a success.

Event Details:

Event Name: Gulfport Chamber of Commerce's 11th Annual Taste Rattle and Roll

Date: Thursday, May 2, 2024

Venue: Centennial Plaza

Purpose:

The primary goal of this food tasting event is to raise funds for our small business grant program, supporting the growth and development of our local businesses. We are confident that this event will not only contribute to the economic well-being of our community but also foster a sense of camaraderie among our residents.

Request for Support:

In order to make this event a reality, we kindly request the City of Gulfport and the Gulfport City Council's support in the use of 10 city barricades as well as 6 large drum trash barrels. By doing so, you will be directly contributing to the success of our initiative and helping us channel more resources toward our community programs.

Recognition and Benefits:

In appreciation of your support, the City of Gulfport and the Gulfport City Council will be prominently recognized:

Logo Placement: Your logo will be recognized on our social media and website.

Entry tickets: The City of Gulfport and Gulfport City Council will receive 20 wristbands for entry to the event.

Please feel free to contact me at 228-604-0014 or candace@mscoastchamber.com to discuss this request further or to address any questions you may have.

Thank you for your time and consideration. We greatly appreciate your ongoing commitment to the well-being and prosperity of Gulfport.

Sincerely,

A handwritten signature in black ink that reads "Candace Ruland". The script is fluid and cursive, with the first name "Candace" written in a larger, more prominent hand than the last name "Ruland".

Candace Ruland

Director, Gulfport Chamber of Commerce

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 _____, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH AETNA'S SENIOR PROM, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is pleased that Aetna is planning to host a Senior Prom at the Lyman Community Center, and that the event is a free event for approximately 300 Gulfport senior citizens which will include food, entertainment and door prizes; and

WHEREAS, Senior Prom event host, Aetna, has requested that the City provide an in-kind contribution in the form of a fee waiver for the use of the Lyman Community Center for the May 2, 2024, Senior Prom event noted herein; and

WHEREAS, City of Gulfport receives invaluable advertising thru the advance promotion of the Senior Prom; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation (waiver of \$840.00) of the use of Lyman Community Center to Aetna in support of Aetna's 2024 Senior Prom serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Lyman Community Center to Aetna in support of Aetna’s 2024 Senior Prom and the City of Gulfport.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2024.

APPROVED:

MAYOR



Facility Use Fee Waiver Request Form

Date of Request: 3-26-2024

Name of Person Submitting Request: Kelly Corbin

Organization or Group Requesting Fee Waiver:

Name: Aetna

Address: 151 Farmington Ave. Phone Number: 228-216-1013
Hartford, CT 06156

Reason for Fee Waiver Request:

Senior Prom - this will be a free event for senior citizens in Gulfport that will be held at the Lyman Community. We will offer food, entertainment and door prizes. This is a recreation activity for senior citizens to enjoy. We anticipate about 300 participants and will advertise at the local senior centers and local area. We will have City logos for advertising as a sponsor at the event in exchange for the fee wavier of the facility.

Primary Contact Person:

Name: Kelly Corbin

Address: 151 Farmington Ave., Hartford, CT 06156

Phone Number: 228-216-1013 E-Mail Address: _____

Facility/facilities requested: Lyman Date/s of Event: 5/2/2024

Event Type: Senior Prom

Event Time(start and end): 9-11am

Date/s Required for Set Up and Breakdown: 5/2/2024 / 8-9am Set-up / 11-12pm Break Down

Anticipated Attendance (Number of Persons per day): 300-350

Fee Waiver Total: **Rental Fee:** \$ 210 X 4 Hours = \$840
(Must include set-up and breakdown times)



Facility Use Fee Waiver Request Form

Circle one:

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

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

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

Kelly Corbin

SIGNATURE

Kelly Corbin

PRINTED NAME

3/26/2024

DATE

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

A RESOLUTION TO APPROVE ADOPTION OF A PORTION OF TEGARDEN ROAD FOR BEAUTIFICATION PURPOSES, AND FOR RELATED PURPOSES

WHEREAS, the governing authorities of the City of Gulfport, Mississippi, recognize the need and desirability of a clean and beautiful environment within the City of Gulfport; and

WHEREAS, the Adopt -A-Roadway program was established by the Harrison County Beautification Commission for civic minded volunteer organizations as well as commercial or other private enterprises to contribute toward the effort of maintaining a clean and beautiful environment in the City of Gulfport, while holding harmless the City of Gulfport and its officials with respect to liability and claims of damages by persons working on this program; and

WHEREAS, the Handsboro Mississippi City Civic Organization has accepted the responsibility of picking up litter along Tegarden Road from Pass Road to the CSX Railroad tracks for the period beginning May 1, 2024, and ending April 30, 2025; and

WHEREAS, the governing authorities of the City of Gulfport recognize the Handsboro Mississippi City Civic Organization as the adopting organization of the portion of Tegarden Road from Pass Road to the CSX Railroad tracks.

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

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

SECTION 2. That the City of Gulfport recognizes that the Handsboro Mississippi City Civic Organization has adopted the portion of Tegarden Road from Pass Road to the CSX Railroad tracks though the Adopt a Roadway program of the Harrison County Beautification Commission. .

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2024.

MAYOR



WHEREAS, the Harrison County Board of Supervisors, the Harrison County Beautification Commission, and/or the Mayor and City Council of Gulfport, Mississippi recognize the need and the desirability of a clean and beautiful environment in Harrison County and or within the City of Gulfport, Mississippi.

WHEREAS, the Adopt – A – Roadway Program has been established for civic minded volunteer organizations as well as commercial and other private enterprises to contribute toward the effort of maintaining a clean and beautiful environment in Harrison County, Mississippi, and/or the City of Gulfport, Mississippi; holding harmless the members of the Harrison County Board of Supervisors, the Harrison County Beautification Commission, and the Mayor and City Council of Gulfport, Mississippi, individually and in their official capacities, and will sane and hold harmless their representatives, officers, agents, servants, insured or insurers from any and all liability and claims of damages by persons working on this program.

THEREFORE, the Harrison County Board of Supervisors, the Harrison County Beautification Commission, and/or the Mayor and City Council of Gulfport, Mississippi recognize Handsboro Mississippi City Civic Org. as the adopting organization for the location of Tegarden Road between Pass Road and Railroad Tracks; brief description of location; Tegarden Road south of Pass Road to the Railroad tracks.

FUTHERMORE, Handsboro Mississippi City Civic Organization accepts the responsibility of picking up litter on this location and promoting a clean and beautiful environment in the community for the period beginning May 1, 2023, and ending April 30, 2025.

NOW THEREFORE, in consideration of the above Premises, this agreement is entered into this 24 day of April, 2023



My Commission Expires Apr. 21, 2024

Handsboro Mississippi City Civic Organization
Applicant

By:
Notary Public

My Commission Expires: April 21st 2024

Harrison County Beautification Commission

Date: _____, 20____

Harrison County Board of Supervisors

Board President _____

City of _____, Mississippi.

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 _____, 2024, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024, and on April 2, 2024; acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority,

including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2024.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2024, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq.*, Sections 33-15-1, *et seq.*, Section 31-7-13(k) and Sections 21-35-19, *et seq.*, *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, on October 3, 2023, on October 17, 2023, on November 7, 2023, on December 5, 2023, on December 19, 2023, on January 16, 2024, on February 6, 2024, on March 5, 2024; and on April 2, 2024, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper

as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2024.

MAYOR



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: April 2, 2024

RE: Budget Amendment – JZ Juneteenth Celebration (port-o-potties)

Upon the approval of JZ's request of port-o-potties for their annual Juneteenth Celebration, we request a budget amendment to cover the costs.

- Increase: 148-627800 \$400.00

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "W. Lehman", with a stylized flourish at the end.

William Lehman
Special Events Manager
Office of the CAO



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: April 5th, 2024

RE: Budget Amendment – Gulfport Harbor Lights operating adjustments and capital outlay for the 2024 Gulfport Harbor Lights Winter Festival

With the completion of the 2023 Gulfport Harbor Lights Winter Festival, Finance and Events sat down to see what money was available for completion of FY2024 and for 2024 show capital purchases.

This time of year is when the best pricing for lighting and displays are available for light festivals.

After all expenditures, this would allow for the following:

Purchase	Cost	Rationale
OPERATIONAL/REPAIRS/SUPPLIES		
Operational	\$30,000	For monthly operational costs, small tools, pest control, totes for organization etc
Items for Resale	\$50,000	To get ahead for 2024, we need the money now for production time and to increase resale inventory
Train Repairs	\$40,000	Currently unknown on cost to fix 2 broken down trains. Original has small batteries, would like to upgrade
Building Supplies	\$80,000	For show office buildout, CNC room buildout and for repair/upgrades on the ticket sheds. Stock materials for 2024 show
CONTRACTURAL		
Contractual Services	\$160,000	Prep-work for 2024 show

CAPITAL		
Replacement Lights	\$60,000	Standard purchase
Trucks ³ / ₄ Ton	\$65,000	Currently, the Harbor Lights Division has 2 almost 20 years old vehicles. Currently, borrowing a larger truck from other departments when needed.
New Display(s)	\$200,000	This year, to add to the show, we are wanting a new display added to the collection
New Bay Door at Warehouse for Trains	\$25,000	This includes a big enough bay door in the warehouse to allow the trains to fit inside the building. The cost includes a ramp.
GoPhoto Picture Kiosks	\$15,000	2023 we purchased the camera equipment, we utilized MSAQ kiosks for selling photos. Needed for 2024 so we are on our own system
Shop Tools	\$15,000	Carpentry Tools for workshop
New POS Hardware	\$20,000	POS Hardware is currently beyond service life
TOTAL	\$760,000	

All Harbor Lights associated expenditures are paid using Harbor Lights enterprise fund money.

Thank you in advance for your consideration. Please reach out if you have any questions.



William Lehman
Special Events Manager
Office of the CAO

LICENSE AGREEMENT FOR OPERATION OF A FARMERS MARKET

This License Agreement ("Agreement") is made effective march 6, 2024, by and between the **CITY OF GULFPORT**, a municipal corporation organized under the laws of Mississippi, with a principal address of P.O. Box 1780, Gulfport, MS 39502, (hereinafter "City") and **REAL FOOD GULF COAST**, a nonprofit corporation organized under the laws of Mississippi with a principal office at 3590 Country Court North, Mobile, AL 36619 (hereinafter "Manager").

WHEREAS, the City owns real property commonly known as Jones Park in the Gulfport Harbor, Gulfport, Mississippi; and

WHEREAS, the City desires to have a weekly farmers market operate at the Barksdale Pavilion in Jones Park (hereinafter, "the Premises") subject to the terms and conditions of this License Agreement, for the public purpose of providing for sale in the community, nutritious, fresh, seasonal, locally produced food products; and

WHEREAS, the Manager has the experience and ability to provide such farmers market and desires to enter the Barksdale Pavilion in Jones Park for the purposes of operating a public farmers market in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. GRANT OF NON-EXCLUSIVE LICENSE

- A. Subject to the terms and conditions set forth in this Agreement, the City grants to the Manager a non-exclusive license to enter onto the Premises to operate a seasonal (March-September, vendor and weather permitting) farmers market.
- B. The Manager agrees that only the Manager shall operate the Farmers Market. The Manager shall arrange for market vendors qualified by the Manager ("Vendors") to set up stalls to offer farm produce and other food products ("stalls") in accordance with the terms and conditions of this Agreement.
- C. Right of Refusal. The Manager will have the first right of refusal to operate any other City-operated farmers market that is opened within the municipal boundaries of the City while this Agreement is in effect.

2. TERM

- A. The initial term of this Agreement shall be for three (3) years with two one year renewal options thereafter, with the initial term beginning on March 6, 2024, and ending on March 7, 2027.
- B. Either party to this agreement shall have the right to terminate this Agreement without

cause on thirty (30) calendar days with written notice to the other party.

- C. The City shall have the right to terminate this Agreement immediately for cause by giving such notice to the Manager as is reasonably practical for the circumstances. Cause is defined as any breach of this Agreement, or operation inconsistent with the purpose of the Farmers Market, or for any reason in the best interest of the City.
- D. It is understood that unless thirty (30) days written notice of termination is given by a newly elected Governing Authority to the Contractor during the month that the elected officials take office (i.e. July 2025), that the term of this contract shall be deemed by the parties to continue in full force and effect according to the terms and conditions hereof.

3. SITES OF THE FARMERS MARKET:

A. Jones Park Farmers Market. A Farmers Market shall be located at the Barksdale Pavilion which is located near the Bert Jones Yacht Basin in or near the City's Jones Park. To accommodate special events, on a periodic basis, when agreed upon by the parties hereto, the Farmers Market may be relocated to the Harbor Market Pavilion or other location in or around Jones Park or cancelled, if necessary.

4. OPERATION OF THE FARMERS MARKET

- A. The purpose of the Farmers Market is to provide the citizens of the City of Gulfport and the surrounding communities with opportunities to purchase a variety of reasonably priced, high quality, locally produced fresh produce, farm products, seafood, and other prepared food items consistent with a farmers market operation and approved by the Manager.
- B. The City does not charge the Vendor for the stall, but the Manager may require such a charge from the Vendor. All Vendor fees shall be remitted to the Manager and are the property of the Manager.
- C. A Vendor shall be approved by the Manager and sell only items approved by the Manager, in accordance with stated Real Food Gulf Coast regulations and policies.
- D. All Vendors shall comply with the law and requests from government health departments regarding smoking or the presence of pets in the area of the products offered for sale.
- E. (1) The Jones Park Farmers Market shall operate only on Wednesdays seasonally, as defined herein, rain or shine.. However, the Manager may in its sole discretion cancel the market with no notice if the Manager determines that on a given day operation of the Market/s is not feasible or if operation of the market would not be safe. The day of operation may be changed based on mutual written agreement of the parties. Subject to prior written approval of the City, periodic additional markets may be held on dates mutually agreeable to the parties.

- (2) The time for operation of the Jones Park Farmers Market shall be from 9:00 AM– 1:00 PM. The time of operation may be changed based on mutual written agreement of the parties.
 - (3) Vendors at the Jones Park Farmers Market will be allowed to begin setting up their stalls at 7:00 AM. Earlier set up allowed only with permission of the Manager.
 - (4) Vendors must remove their property, stall, products and vehicles and leave the areas clean, no later than 5:00 PM on the day of the market. The Manager shall be responsible to the City for any costs incurred by the City for a vendor's failure to timely remove all property of the Vendor.
- F. All Vendors shall comply with laws, industry standards, and requests of government health departments, including, but not limited to:
- (1) Labeling of bulk packages, and other food produce or products;
 - (2) Providing instruction (ie., Keep refrigerated, or use by a certain date);
 - (3) Taxes;
 - (4) Licenses and permits;
 - (5) Food handling and safety as to transport, display, and dispensing including temperature, sanitation, and contamination risks;
 - (6) Farming practices, slaughter, manufacture of processed foods;
 - (7) Posting of prices and vendor identification;
 - (8) Legal weighing scales;
 - (9) Appropriate dress and behavior.
- G. If food is to be prepared for the purpose of consumption on site in areas provided by the Farmers Market, such operation must be properly licensed. No cooking demonstrations will be allowed without prior approval of the Manager. The Manager is required to ensure that the Farmers Market is operated in compliance with all licensing requirements of the City and requirements of all government agencies including health departments.
- H. Vendors shall be allowed to sell only products approved by the Manager.
- I. Vendors shall be open for business and sales only during the times allowed by this Agreement.
- J. The Manager and all Vendors shall behave toward the public, park staff, other

vendors, and customers in a courteous and professional manner.

- K. A procedure for security and maintenance of the Farmers Market area will be established by the City and provided to the Manager.

5. USE OF PREMISES

- A. The Manager recognizes that the premises are a municipal public park/parking lot. The premises shall not be used for any purpose for which municipal public parks/parking lot may not be used.
- B. Vendors selected by the Manager shall have permission to operate a stall which permission can be immediately revoked by the Manager or the City for any reason in the best interest of the Manager or the City. Upon revocation of this permission, the Vendor will immediately and peaceably leave the premises.
- C. The Manager and Vendors shall refrain from excessive noise and hawking.
- D. The City will provide up to four (4) "spider boxes" at the Jones Park Farmers Market at a location to be agreed upon by the Manager and the City.
- E. The Manager will operate the Farmers Market with the highest industry standards and provide a high quality, healthy, innovative, affordable, and safe farmers market for the market patrons.
- F. The Manager shall not operate the Farmers Market in a manner to disturb or disrupt unreasonably other activities or the public in the area. The Manager shall not allow Vendors to obstruct any public way at any time.

6. RESPONSIBILITIES OF THE MANAGER

- A. The Manager shall solicit, approve, and select Vendors to participate in the Farmers Market. The Manager will not allow any sublet or assignment of stall space or any other activity that will allow an unknown vendor to operate at the Farmers Market.
- B. The Manager shall adopt rules for Vendors, which rules are consistent and compliant with this Agreement, and ensure that the Vendors are aware of the rules and act in accordance with the rules.
- C. The Manager shall resolve all Vendor and customer complaints in a professional, fair, and timely manner.
- D. The Manager shall be on site and be in charge of the operation of the Farmers Market at all times that Vendors are present and during times when the Farmers Market is operating.
- E. The Manager shall work with the local media to promote the Farmers Market.

- F. The Manager shall maintain a desirable appearing Farmers Market area; and keep the premises in good order and in a clean and sanitary condition on the days of the market, including the removal of any substance or debris that attracts vermin or insects.
- G. The Manager shall be informed regarding the items being sold and will use its best efforts to provide variety and high quality in the products being sold.
- H. The Manager shall have the responsibility for assigning stalls to specific Vendors and for immediately resolving any disputes regarding stall assignments.
- I. The Manager shall strive to increase the number of Vendors operating at the Farmers Market.
- J. The Manager shall have the responsibility to eject any objectionable or noncompliant Vendor. Additionally, the Manager shall immediately eject any Vendor at the request of the Director of Parks and Recreation. No Vendor shall have any rights of appeal from a decision of the City or Manager that the Vendor be ejected.
- K. The Manager shall ensure that the operation of the Farmers Market complies with applicable USDA Farmers Market Nutrition Programs including Senior Farmers Market Nutrition Program and food stamp programs.
- L. The Manager shall operate the Farmers Market in a manner so as to reduce, as much as reasonably possible, any dangers associated with consumption of food products sold and dangers such as tripping, falling, or any other dangerous conditions resulting from Vendors ingress, egress, set up, take down, or any other operation or participation in the Farmers Market.
- M. The Manager shall ensure that the Farmers Market are operated in compliance with any requirements or requests of the City's General Finance Office, City License Commission, State Department of Health, Police Department, Fire Department, Leisure Services Department, and the Mississippi Department of Agriculture and Commerce.
- N. The Manager is required to ensure that the Farmers Market is operated in accordance with all federal, state, and local codes, laws, rules, regulations, and ordinances that pertain to the operation of this Farmers Market, including, but not limited to, any tax laws, child labor laws, licenses, permits, food handling and safety, farming practices, animal slaughter, manufacture of processed foods (ex. jam, pie), permits to sell processed foods, temperature and sanitation requirements for the storage, transport, and sale of certain items (ex. eggs, meat), sanitary covering of displayed produce, gloves or other sanitation requirements for the dispensing of items, displays of samples in a manner to decrease contamination potential, clear posting of prices, clear posting of name and farm location of the Vendor, and legal weighing scales.

- O. The Manager shall operate the Farmers Market, and require that all Vendors operate in a professional, safe, sanitary, and lawful manner in total compliance with this Agreement.
- P. Neither the Manager nor any Vendors shall perform sales or other activity that does not have the approval of the Director of Leisure Services.

7. RESPONSIBILITIES OF THE CITY

- A. The City shall assist the Manager in working with the local media to promote the Farmers Market.
- B. The City shall, in cooperation and consultation with the Manager, provide signage to promote the market and direct the public to the site of the farmers market from Highway 90 and Highway 49, as permitted by MDOT.
- C. The City shall make reasonable efforts, thru local media and social media to provide publicity for the Farmers Market. The City shall also provide copying of Farmers Market promotional materials not to exceed 200 copies per month.
- D. The City shall have the responsibility to provide for litter containment during the Jones Park Market and, at the end of each day, clean up and removal of all trash created by the operation of the farmers market.
- E. The City shall provide reasonable vendor and customer parking, ingress, and egress for the operation of the farmers market.
- F. The City will provide water, lighting as necessary, for the operation of the Jones Park Farmers Market.
- G. The City reserves the right to make rules and regulations regarding the use of park and community center property, including, rules regarding signs, entertainment, minimum and maximum number and type of vendor, and noise levels.
- H. The City shall provide the Manager reasonable notice of City-sponsored events that may impede the operation of either farmers market.

8. STATUS OF MANAGER AND VENDORS

- A. The Manager and all Vendors are independent contractors and not agents or employees for the City.
- B. The Manager and all Vendors are responsible as to itself and its staff for all insurance, taxes, and any other legal responsibility of an employer or farmers market operator.
- C.

9. RIGHT OF ENTRY

The City reserves the right to enter the premises to inspect the operation of the farmers market, the premises, and Manager or Vendor products, equipment, or structures at any time.

10. INSURANCE REQUIREMENTS

General Liability Insurance and indemnity. Manager shall keep in full force and effect at its expense a policy of general liability, naming the City as co-insured of combined single limit coverage of not less than \$2,000,000.00 with a company having a rating acceptable to the City, and shall provide a certificate or other proof of coverage to the City. It is understood that under this contract, the Contractor shall be in full custody and control of the Barksdale Pavilion/Lyman Community designated area during the hour set forth herein and as may otherwise be agreed to by the parties and that it indemnifies and agrees to hold harmless the City from any claims of liability for injury, death, or damages or loss to properties occurring on, or as a result of the use of the premises, not otherwise the fault of the City.

11. INDEMNIFICATION

Indemnity. REAL FOOD GULF COAST 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 REAL FOOD GULF COAST 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. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless REAL FOOD GULF COAST and its employees agents, and officials with respect to or from and against all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions attributable to the City with respect to the Farmers Market which is the subject of this Agreement.

12. CONFLICT OF INTEREST

The Manager warrants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will create or cause a conflict of interest in any manner or degree with the performance of the services hereunder.

13. ASSIGNMENT AND AMENDMENT

The Manager shall not sublet, assign, or transfer its interest in this Agreement. This Agreement may be amended only by a written amendment signed by all of the parties.

14. APPLICABLE LAW AND EXCLUSIVE FORUM

The parties agree as follows: The Laws of Mississippi shall govern the validity, interpretation, construction and performance of this Agreement and that the state courts of the State of Mississippi shall be the exclusive forum for the resolution of any lawsuits brought concerning this Agreement.

15. NOTICES

A. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified below by:

- (1) First class, United States mail, postage prepaid, certified, with return receipt requested, or
- (2) Hand delivery during usual business hours to the intended addressee.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise (i) in three (3) business days after deposit in United States mail in case of (1) above; (ii) actual delivery in case of (2) above; and (iii) the next business day in case of (3) above.

B. Notices to the City shall be sent to:

Mayor
City of Gulfport P.O. Box 1780
Gulfport, MS 39502

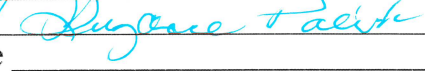
With a Copy to the City Attorney and the Director of Leisure Services also at P.O. Box 1780, Gulfport, MS 39502.

Notices to the Manager shall be sent to:

Diane Claughton
Real Food Gulf Coast.
3590 Country Court North
Mobile, AL 36619

Signed by all parties on the dates indicated:

REAL FOOD GULF COAST

By 
Title 

Date Signed 4/3/24

CITY OF GULFPORT


BILLY HEWES
Mayor

Date Signed 3/6/2024



Arctic Wolf Solutions Agreement – Frequently Asked Questions

Thank you for reviewing the Arctic Wolf Solutions Agreement. We appreciate your interest in becoming a customer of Arctic Wolf. We hope the below information will help you better understand how Arctic Wolf's security solutions (the "Solution" or "Solutions") contracting model works.

Please note that this information is not considered part of the contract at any time. This is provided for information purposes only.

Who is Arctic Wolf?

- Arctic Wolf is a cybersecurity company that provides security operations Solutions, including managed detection and response, managed risk, and managed security awareness to mitigate our customers' exposure to cyber threats.
- We offer standard, highly configurable, Solutions to our customers which allows us to leverage the power of scale across our customer base to deliver cost effective and operationally efficient Solutions.
- Arctic Wolf's customers may subscribe to and license for the purchased Subscription Term the right to receive and use, in whole or in part, the various Solutions offered by Arctic Wolf. All customers subscribing to a particular Solution are on the same release using the same operational infrastructure and the same security and support operations for such Solution.

Who is the Authorized Partner?

Arctic Wolf leverages its channel partner relationships (its "Authorized Partners") to resell our Solutions to our customers. The Authorized Partner may be selected by you or introduced to you by Arctic Wolf.

The Authorized Partners act as the financial arm in our transactions with you. You contract directly with the Authorized Partner related to purchase and payment of your subscription to our Solutions. The Authorized Partners are not involved in the delivery of our Solutions and, therefore, are not contemplated in the obligations and liabilities within the Solutions Agreement related to the delivery of our Solutions to you. You and the Authorized Partner will have separate contractual terms in place to address the financial aspects of the subscription transaction.

What data do you provide to Arctic Wolf?

Arctic Wolf monitors systems telemetry data received from our customers via the sensors, scanners and agents our customers install within their environment. The systems telemetry data allows us to identify potential security threats that may impact your environment. Systems telemetry data may include names, email addresses, phone numbers, usernames, passwords IP Address, geolocation data, deviceID, and other system log metadata. Arctic Wolf should not receive other more sensitive information, including the content of your business files, your customer's business information, social security numbers, financial information, etc. We trust that our customers have appropriate system and operational controls in place to prevent disclosure of such information to us.

Why does Arctic Wolf reserve the right to change certain terms within the Solutions Agreement?

Like other subscription-based solutions providers, customer-generic terms that apply across our customer base are set forth as url links within the overarching Solutions Agreement. This allows Arctic Wolf to maintain consistency in the Solutions across its customers. To address any customer concerns related to this model, Arctic Wolf: (i) provides that the url terms are last in line from an order of precedence; (ii) agrees that we will not materially decrease the features and functionalities during any customer then-current Subscription Term; (iii) provides notice of the change; and (iv) allows customers to object to any specific modification for the remaining period of their then-current Subscription Term.

Does Arctic Wolf offer service levels?

Arctic Wolf provides for response time service levels. These service levels can be found in the Managed Detection and Response Solutions Terms located at <https://arcticwolf.com/terms/>. These terms are password protected. Please contact your sales representative for the password.

Does Arctic Wolf offer termination for convenience?

As a subscription Solution, Arctic Wolf does not allow for termination for convenience. Arctic Wolf relies on committed subscription terms, in part, to manage our dedicated CST resource model.

We have special data security requirements. Can we include our security and privacy requirements in the Solutions Agreement?

We are unable to include customer specific data security requirements in our Solutions Agreement. We offer a consistent Solution across our customer base. Arctic Wolf maintains the same IT security controls and processes for all customers. These controls and processes are reflected in our SOC2 Type II Report and its ISO 27001 certification.

Where is the Statement of Work for the services described in the Solutions Agreement?

Arctic Wolf's provides a subscription Solution that, depending on the Solution, is comprised of hardware, software and services. All designated components of the Solution are required to use and receive the Solutions. While services are an important part of the Solution, we do not define the services component of the Solutions as separate "professional services". Unlike a traditional professional service offering, the services do not include deliverables and are not subject to acceptance.

Can we make changes to the Beta Terms?

Because participation in the beta programs is completely voluntary and there is no cost for participation, we do not agree to modifications to the beta terms.

We are a Covered Entity under HIPAA. Can we use our Business Associate Agreement?

Arctic Wolf should not receive PHI during the delivery of the Solutions to you, nor does Arctic Wolf process PHI on your behalf. Accordingly, Arctic Wolf is not a business associate under HIPAA. Arctic Wolf appreciates that certain customers may take a conservative approach and require a business associate agreement (BAA) to cover the exchange of any inadvertently disclosed PHI provided during our relationship. Given this, Arctic Wolf is amenable to execution of its template BAA in which each party's liabilities and requirements are strictly construed to HIPAA requirements and incorporates such terms by url reference in the Solutions Agreement.

(For information purposes only, this FAQ does not form part of any contract)

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the “**Agreement**”) is a legal agreement entered into by and between the Customer identified in the signature block below (“**Customer**”) and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and governs any order forms, quotes, or other similarly intended ordering document (however named) executed or accepted by Customer (“**Order Form**”) that reference this Agreement or pertains to purchases of an Arctic Wolf subscription. The Order Form will be issued to Customer by an Arctic Wolf authorized partner (“**Authorized Partner**”). This Agreement is effective on the date last executed in the signature block below (the “**Effective Date**”). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the “**Terms**”), the documents will control in the following order: the Order Form, this Agreement, and the Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a “**Solution**” or collectively, “**Solutions**”) as specified in the applicable Order Form. For purposes of this Agreement, “**Affiliate**” means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	Managed Risk Solution	Managed Security Awareness / Managed Security Awareness+ Solution
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	Phishtel Reporting Engine and Arctic Wolf Report Email Button, as set forth in the Solutions Terms
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer and as more fully described in the Solutions Terms, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the “Administrator Dashboard”) and metrics related to the use of the Content by Customer’s users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer)	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer)	N/A

	90-day Log Retention (unless another retention period is purchased by Customer and set forth on an Order Form)		
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1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a “**Subscription Term**”) for the one-time costs and subscription fees set forth therein (the “**Fees**”). Provided Customer is compliant with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

- (i) Install, use, and access the Software,
- (ii) Use the Equipment for purposes of the use of the Solutions,
- (iii) Obtain and use the Services in conjunction with Customer’s use of the Solutions,
- (iv) Load Customer’s users and associated information for delivery of Content and use of the Administrator Dashboard,
- (v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>, as may be updated from time-to-time in accordance with Section 13 below (the “**Privacy Notice**”),
- (vi) Access and use the Platform features and functionality,
- (vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
- (viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own and its Affiliates’ internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at <https://arcticwolf.com/terms/solutionterms/>, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the “**Solutions Terms**”). “**Documentation**” means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Subject to the warranties set forth in Section 10, Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf’s behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf’s customers (“Beta Solutions”). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable U.S. and foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively “AS IS” with no express or implied warranty of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE “CONSUMER PROTECTION LAWS”), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF’S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

1.6 IR JumpStart Retainer. In the event Customer’s Order Form includes the license of IR JumpStart Retainer, Customer agrees that the IR JumpStart Retainer Agreement located at <https://arcticwolf.com/terms/> shall apply. If Customer is a managed service provider plus Authorized Partner (“MSPP”), MSPP, as Customer, understands that the IR JumpStart Retainer Agreement is an agreement between Arctic Wolf and MSPP’s end user and MSPP is reselling IR JumpStart Retainer to its end user. If Customer is a managed service provider (“MSP”) Authorized Partner

and has licensed IR Jumpstart Retainer for use with an end user, MSP is Arctic Wolf's Customer in accordance with the terms of the IR JumpStart Retainer Agreement for Managed Service Providers located at <https://arcticwolf.com/terms/>.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), Threat Intelligence Data (as defined in Section 7.3), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solutions, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party (excluding use with Customer's Affiliates); (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions, without liability except as otherwise provided by Consumer Protection Laws, until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's and its Affiliates' authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Solution dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and other business purposes set forth in the Privacy Notice and Customer consents to such activity. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to containment actions, and similar functionalities in

conjunction with the Services. Arctic Wolf may recommend Customer, depending on the scope of the deployment, implement software and services to enable features of the Solutions or to permit increased visibility into Customer's environment. Customer is responsible for making such determinations in its discretion and Arctic Wolf has no liability for Customer's decisions related thereto. Customer acknowledges that any changes Customer makes to its code, infrastructure, or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly or could prevent Arctic Wolf from delivering the Solutions and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

5.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of the Solutions to Customer and for the avoidance of doubt, terms related to acceptance related to any services or work product shall not apply. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or similar agreement Customer is using to purchase the Solutions (as defined below) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Solutions Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and Arctic Wolf's authorized third-party service providers in the United States, Europe, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during the Subscription Term, Arctic Wolf will maintain security controls and processes no less restrictive than those set forth in its SOC 2 Type II report and ISO 27001 certification. Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Solutions, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Solutions. If Customer does intend to rely on Arctic Wolf Solutions to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Solutions, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

Customer represents it has the requisite authority to enter into and perform under this Agreement.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form and/or invoice containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term. If, in limited circumstances, Arctic Wolf invoices Customer directly for any fees, including but not limited to renewal subscription fees, incidental charges, such as international shipping costs, the following terms will apply:

All fees are payable in the currency set forth in the Order Form issued by Arctic Wolf and are non-cancelable and non-refundable EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY CUSTOMER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING. Delinquent amounts shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) or the maximum rate permitted by law, whichever is less. If Customer fails to make any payments due under such applicable Order Form, Arctic Wolf shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing the Solutions without any liability to Arctic Wolf. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("**Indirect Taxes**"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department.

6.2 Audit. During the term of this Agreement, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's licensing compliance with the Agreement, including specifically its license counts as set forth on an Order Form. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality; Data.

7.1 Confidentiality. Either party (as a "**Discloser**") may disclose confidential and proprietary information, orally or in writing ("**Confidential Information**") to the other party (as a "**Recipient**"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp, or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology, and Threat Intelligence Data. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "**Point of Contact information**"); User setup details (User email, work title, and name), Solution metrics related to such Users, including your Users' learning status, training scores, and Phishing results associated with such Users' use of the Solution (collectively "**Learner Data**"); if the Arctic Wolf Email Report Button is deployed by Customer, information pertaining to phishing email(s) self-reported by a User and includes or may include name of User, email address of User, json web token, full content of email, and version data (collectively, "**Phishtel Data**"); and Customer created and owned content, if any; and

(ii) If MDR and/or MR Solutions are deployed: Points of Contact Information and Solutions Data (as defined in Section 7.2 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not

apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Contract Account Information which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

7.2 Solutions Data. "**Solutions Data**" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursor inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data (as defined below). As between the parties, Customer shall retain all right, title, and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third-party service providers' data centers will be as set forth in the Solutions Terms.

7.3 Threat Intelligence Data. "**Threat Intelligence Data**" means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing Solutions, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data (as defined below) of the data subjects of Customer (but including personal information of threat actors).

8. Data Privacy.

8.1 Personal Information. Point of Contact Information, Solutions Data, Learner Data, and Phishtel Data (or any other Confidential Information provided by Customer) may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.2 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.3 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as supplemented by the California Privacy Rights Act (collectively, the "**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to always comply with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not (i) sell any such personal information; (ii) retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA; (iii) retain, use, or disclose such personal information for a commercial purpose other than providing the Solutions unless otherwise explicitly permitted under the Agreement; (iv) retain, use, or disclose such personal information outside of the direct business relationship between Customer and Arctic Wolf unless otherwise permitted under the Agreement; or (v) combine any such personal information with personal information that it receives from or on behalf of any other person(s) or collects from its own interaction with the consumer, provided that Arctic Wolf may combine personal information to perform any business purpose as defined in and as permitted under the CCPA. The terms "personal information," "service provider," "sale," "share," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.3 and will notify Customer if Arctic Wolf decides that it can no longer meet its obligations under the CCPA. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA regarding personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.4 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third-party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

8.5 Australian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the *Australian Privacy Act 1988* (Cth)) on your behalf, as agent for you, Arctic Wolf will only handle your personal information for the purpose of performing the Solutions, in accordance with the Privacy Notice or as required by applicable law, and ensuring you have access to your Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing and retrieving Solutions Data, limiting others' use of Solutions Data and specifying security measures that are used in relation to Solutions Data as set forth in this Agreement, including the Privacy Notice.

8.6 South African Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Protection of Personal Information Act, 4 of 2013) of individuals located in South Africa, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa, and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers. Arctic Wolf will only handle personal information for the purpose of performing the Solutions and ensuring Customer has access to its Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing, and retrieving Solutions Data, limiting others' use of Solutions Data. Arctic Wolf shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to or unauthorized destruction of personal information, and the unlawful access to or processing of personal information.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, Switzerland, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third-party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to applicable law and Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE, OR OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS OR PROVIDED IN SECTION 10.3 OF THIS AGREEMENT), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE SOLUTIONS. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE SOLUTIONS TERMS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS IN USING THIRD-PARTY SYSTEMS OR SERVICES IN CONNECTION WITH THE DELIVERY OF THE SOLUTIONS.

10.3 Open Source Warranty. Customer acknowledges that certain components of the Solutions ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Solutions will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component.

10.4 Third-Party Product. Third-Party Product (as defined in this Section 10.4) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third-Party Products. "Third-Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Components.

10.5 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "**FCPA**"); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions. Customer authorizes Arctic Wolf to perform Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit Arctic Wolf to provide the Services on such third party's network resources.

11. Limitation of Liability.

11.1 TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 11.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT

LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 11, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 11.2 OF THIS AGREEMENT.

11.2 FOR CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 11.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.2. THIS SECTION 11.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify the Terms and the Documentation in Arctic Wolf's sole discretion provided that changes shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Terms or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents and notify Customer via email, the Customer newsletter or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of Mississippi without regard to the conflicts of law provisions thereof.

15.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum ("**BAA**") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	Customer:
Signed:  DocuSigned by: F178AB24F7DC46F...	Signed: 
Name: <u>Andrew Hill</u>	Name: <u>Billy Hennes</u>
Title: <u>Chief Legal Officer & General Counsel</u>	Title: <u>Mayor</u>
Date: <u>4/9/2024</u>	Date: <u>3-20-2024</u>
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address:

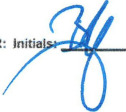
Business Description (Apartment Complex, Restaurant, Ball-field, etc.): _____

Project Notes:

Customer's Authorized Signature:	Mississippi Power Company:
Signature: 	Signature: 
Print Name: <u>Billy Howes</u>	Print Name: <u>Giff Ormes</u>
Print Title: <u>Mayor</u>	Print Title: <u>VP, Ext Affairs, Customer Growth</u>
Date: <u>3-20-2024</u>	Date: <u>04/08/2024</u>

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

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: 

Date: 3-20-2024

Computer Services Agreement

Computer Services Agreement made on March 20, 2024 (date), between **Warren Technical Solutions, LLC**, a limited liability company organized and existing under the laws of the State of Alabama, with its principal office located at 3720 Calderwood Drive, Mobile, AL 36608, [Gene@warrentechnical.com], and referred to herein as **Contractor**, and City of Gulfport (Name of Customer), with its principal office located at 2309 15th Street (street address, city, state, zip code), Gulfport, MS 3950 (street address, city, state, zip code), bhewes@gulfport-ms.gov [email], referred to herein as **Customer**.

Whereas, Contractor is in the business of providing software services and other computer related services including IT Consulting, Computer System Support, Hardware Maintenance and Repairs (the Services); and

Whereas, Customer desires to retain Contractor to provide the Services as an independent contractor of Customer; and

Whereas, Contractor and Customer desire to enter into this Agreement with respect to the terms under which Contractor shall provide Services to Customer and the payment of Contractor for the Services to be provided.

For and in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

- I. **Duties; Independent Contractor Status.** While this Agreement is in effect, Contractor shall perform the Services described on **Exhibit A** attached hereto and incorporated herein by reference. Neither Contractor nor Customer shall contract any liability or obligation on behalf of the other or enter into any agreement for or on behalf of the other, and any such obligation or agreement made without the prior written consent of the other shall be void and unenforceable. Customer and Contractor shall each be solely responsible for its own acts and omissions under this Agreement; accordingly, all Services rendered by Contractor for Customer shall be rendered in its capacity as an independent contractor. Further, Customer and Contractor agree that Contractor is an independent contractor for all purposes under this Agreement and shall in no way be considered to be an agent of Customer. Customer shall not exercise control or direction over the manner or method by which Contractor performs any Services that are the subject of this Agreement. Contractor will respond to Customer's service calls as quickly as possible, but does not guarantee any particular response time. Notwithstanding anything to the contrary contained herein, Contractor shall be considered to be an independent contractor for purposes of all federal and state taxes, and Contractor shall be responsible for payment of all taxes on amounts received pursuant to this Agreement. Contractor shall be responsible for expenses incurred in connection with Contractor's provision of Services, except as expressly provided elsewhere in this Agreement.

- II. **Termination.** This Agreement shall commence on the date hereof and shall continue until terminated by either party by written notice delivered to the other party. Upon any termination of this Agreement, Contractor shall be entitled to the prompt payment for all Services provided pursuant to this Agreement through the date of termination.
- III. **Compensation of Contractor.** As compensation for the Services rendered by Contractor pursuant to this Agreement, Customer shall enter into a Time and Materials Hourly Rate or a Block Rate Agreement. See **Exhibit B** for Contractor's current T&M rate and block rates.
- IV. **Premises, Equipment and Personnel.** Contractor shall provide at its expense the necessary personnel to perform the Services on Customer's equipment. Customer shall provide Contractor's personnel adequate space on its premises to perform any Services to be provided hereunder.
- V. **Responsibility for Licenses, etc.** In order to provide the Services contemplated by this Agreement, Contractor will be authorized and directed by Customer to install, modify and/or manipulate software on Customer's computer system(s), including software already installed on Customer's computers or otherwise in Customer's possession. Customer acknowledges that it has the sole legal responsibility for the ownership and/or rights to license and use all software used in its business. Customer represents and warrants to Contractor that Customer has (and, for so long as this Agreement is in effect, will continue to have) valid licenses or other legal rights to use all of such software, without violating or infringing on the intellectual property rights of any other person or entity, and Customer agrees to indemnify and hold Contractor harmless for any unauthorized installation or use of software on Customer's system(s).
- VI. **Confidentiality.** Each of Customer and Contractor agrees to maintain confidentiality concerning the other's proprietary and confidential information. (*Confidential Information*). For purposes of this Agreement, Confidential Information means information in whatever form furnished by or on behalf of either party and designated as confidential by the furnishing party, including but not limited to business, strategic planning, financial, technical, trade secrets or other proprietary information, written or oral, acquired, shared, developed or provided under this Agreement. Confidential Information does not include information which is not designated confidential by the furnishing party or which the party receiving such information can demonstrate (i) is generally available to or known other than as a result of disclosure by such party, or (ii) was obtained by the party receiving such information from a source other than the party furnishing such information, provided that such source is not bound by a duty of confidentiality. Each party agrees not to use, disclose, distribute or allow access to such Confidential

Information by any other person or organization, other than those who have a need to know of the information in order to perform their obligations under this Agreement. Nothing contained herein shall prevent either party from disclosing any Confidential Information of the other party to: **(i)** regulatory agencies, provided, however, that all reasonable steps are taken to maintain the confidentiality of such Confidential Information; **(ii)** accountants, banks, or another financing sources (or their advisors) or in connection with a merger, acquisition or securities offering; or **(iii)** third parties as required by law or regulation to be disclosed; provided, however, that the party subject to such disclosure requirement shall provide written notice to the other party promptly upon receiving notice of such requirement in order to enable the other party to seek a protective order or otherwise prevent disclosure of the other party's Confidential Information.

VII. Representations, Warranties and Disclaimers.

A. Each party represents and warrants to the other that **(i)** it has power and authority to enter into this Agreement, **(ii)** the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary corporate or other action and do not violate any provision of its certificate of formation or articles of incorporation, bylaws or other governing documents or any agreement by which it is bound, and **(iii)** this Agreement is a valid, legally binding obligation of such party, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally.

B. Contractor warrants that it will perform the Services in a professional and workmanlike manner. Except as expressly stated in this Agreement, there are no warranties, express or implied, by operation of law or otherwise. Contractor disclaims the implied warranties of merchantability and fitness for a particular purpose.

C. Contractor shall not be liable for **(i)** any incidental, indirect, special, consequential or punitive damages, **(ii)** any damage or injury to Customer's IT system or its business from computer viruses or ransomware, or **(iii)** any damages, loss, expenses, costs or other charges of any kind, except to the extent that the same are caused by the willful misconduct or gross negligence of Contractor.

VIII. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

- IX. No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- X. Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.
- XI. Notices.** Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by electronic mail or through the U.S. Postal Service, if sent to the respective address of each party as set forth at the beginning of this Agreement. Either party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this **Section XI**.
- XII. Mandatory Arbitration.** Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
- XIII. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- XIV. Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- XV. Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- XVI. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

XVI. Compliance with Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties.

WITNESS our signatures as of the day and date first above stated.

Customer:

By: _____

Name: _____

Its Representative


Billy Hawes

Contractor:

By: _____

Warren Technical Solutions, LLC

Its Representative

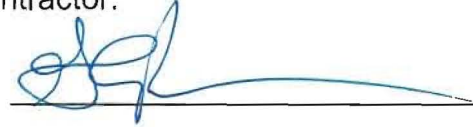


EXHIBIT A

Description of Services

- On-site installation and training;
- Consultation and advice on Network and System planning;
- Installation and training of networks;
- PC Hardware repairs;
- System fault-finding for both hardware and software;
- Limited Virus detection, eradication and prevention;
- Advice, supply, installation and training of system backup devices;
- Internet connection (including hardware, software and training);
- Upgrading of existing hardware;
- Data transfer between computers;
- Migration to/from cloud sources such as Microsoft Azure, Exchange Online, Office 365, AWS, etc.
- Installation, maintenance, upgrading of Active Directory, Exchange and other Microsoft products and services
- Telephone support, both verbal and via remote connection;
- Performance optimization of hardware and software; and
- Additional services may be added without notice.

EXHIBIT B

2024 Block Rate Agreement

Warren Technical Solutions, LLC

2024 Block Rate Agreement

Prepaid Block Rates

Regular T&M Hourly Rate	Number of Hours	One-Time Block Rate per Hour
\$175		
	10	\$150
	25	\$140
	50	\$135
	100+	\$130

These service rates become effective on receipt of payment for the Service Block requested.

How it works: The Customer will receive an email notice when the current block usage reaches 75%. This notification signifies a Customer's need to take action to establish a new block prior to 100% usage. Customer must authorize the invoicing of the block renewal prior to the expiration of the existing block to ensure the prepaid block rate discount is maintained. The Customer will receive a second email notice once a prepaid block reaches 100% usage. If any engineering time is logged beyond the initial block balance, the Customer agrees to pay for the block overages at the established Block Hourly Rate. If any additional engineering time is logged outside of any block, the Customer agrees to pay the Regular T&M Hourly Rates for the time logged. Block usage reports can be sent out to the Customer once per month, upon request, to help monitor usage and see details on how blocks are used.

Size of One-Time Block Purchased under this agreement:

10 _____ 25 _____ 50 _____ 100+ _____

Please Note:

- A minimum of one hour will be charged for on-site support.
- A minimum of 30 minutes will be charged for remote support.
- Travel time is charged one way.
- Emergency Rate is \$210/hr. Warren Technical Solutions, LLC reserves the right to charge emergency rates for service during non-business hours or due to an event not evaluated in advance.
- Under normal circumstances and regular usage, blocks expire after one year.
- Block purchases are non-refundable.

Acceptance

This Block Hour Agreement hereby incorporates by reference the terms and conditions of the Computer Services Agreement and does not amend or supplement the terms of any other agreement. This Block Hour Agreement, the Computer Services Agreement, and any other written documents attached hereto or incorporated herein are the "Agreement".

Customer

City of Gulfport

Company Name

P.O. Box 1780

Address

Gulfport, MS 39502

City/ST/Zip

Billy Hewes

Printed Name



Authorized Signature

3 / 20 / 24

Date

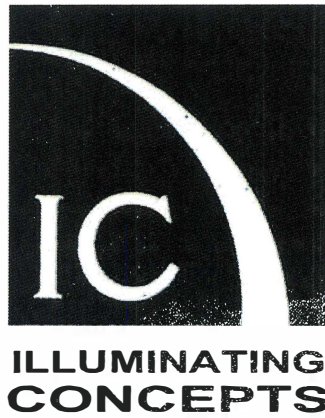
Warren Technical Solutions, LLC



Warren Technical Solutions, LLC Representative

4 / 8 / 2024

Date



Document date: 01.18.2024

City of Gulfport, MS Software Services Agreement

Start Date: March 12, 2024
End Date: March 11, 2025
Client: City of Gulfport, Mississippi
Location: Gulfport, MS
System: Intellistreets Multimedia Lighting and Audio
Lighting Hardware: Sternberg
Infrastructure: Local Light Pole Electronic Control Modules (ECMS)

1.0 Contract Scope

This contract addresses the system monitoring. During testing, and before the Intellistreets system is installed and commissioned, the data services have been paid by Illuminating Concepts. Upon training and turnover of the system to the City of Gulfport, the City of Gulfport becomes responsible for the data fees. IC will assist the City of Gulfport in the account transfer. Data fees are those that are charge by Internet Service Providers to gain access to the Internet, like the charges paid for a mobile device

The Intellistreets Operating System is cloud based. The fees listed below include the cost of cloud services paid by IC on behalf of the City of Gulfport and included in the monthly services charges. There may be accessories included in the project Scope of Work. Some accessories require their own cloud management system. If applicable, these fees will be shown below.

1.1 Definitions

- **Remote System Monitoring Services:** 24-hour remote monitoring via a high-speed Internet connection from the City of Gulfport, MS to IC's computer network system in Farmington Hills. This system provides real time reporting and status of system critical devices. When a failure occurs, the system will send notification of that failure via email or designated cell phone text message to assigned onsite staff.

"Remote System Monitoring: 24-hour remote monitoring via a high-speed Internet connection from Gulfport, MS to IC's computer network system. This system provides remote operation, real-time reporting, and status of system critical devices in the system.

Specifics of these checks under the program are as follows:

- **Full-time (24x7) Monitoring Package.** The services package performs 10-second critical checks on all networked equipment (cloud appliances, gateways, and lighting or multimedia nodes). Failures are logged and reported by email or cell phone text message to City of Gulfport support services.
- **Phone Support:** Under the terms of this agreement the City of Gulfport will receive 2 hours of phone support per month during normal IC business hours of 8:00 a.m. to 6:00 p.m. Eastern Time. This may include a connection to the site remotely by the technician to assist in evaluating problems or offering additional assistance.
- **Call-Out Time:** This section addresses problems beyond the scope of the monitoring program. If technicians are required, the charges are listed in the call out rates section 8.0 of this document.

1.2 Network Connectivity

Network connectivity is the responsibility of the City of Gulfport or the client. The connection is used for implementing the function and timing changes to the programming of the local site devices. IC is not responsible for the continuous operation of the local network connection and cannot be held accountable for problems that may arise if the connection fails at any time.

2.0 Remote System Monitoring

24-hour systems monitoring will be performed at Illuminating Concepts via the network connection installed and maintained by the client or City of Gulfport, to continuously monitor each component of the Intelligent Lighting System. Remote monitoring is essential - allowing the site to report critical problems, and to allow proactive uploading of the latest software, and system security updates.

IC monitoring services include the following:

- Via the network connection installed, IC will provide 24-hour, 365-day monitoring of each of the critical components of the system.
- IC will monitor each cloud appliance, gateway, and lighting node that resides on the network. IC will monitor all the available inputs and outputs (where present) of the individual components to verify and confirm they are all in proper working condition.
- In the event of any scheduled cue failure, or any system critical gear failure, the site Monitoring System will send a message to our central computer network. The messages are forwarded by email or cell phone text message, to the assigned client onsite staff.

2.1 Technical Support

Technical support is a telephone or email-based discussion with City of Gulfport or City of Gulfport's local repair personnel to assist in diagnosis and repair of lighting and multimedia control related systems. The charges for this service are included in this agreement up to a maximum of 2 hours per month.

Technical support also includes telephone or email-based discussions with management personnel to initiate a setting or to assist in the diagnosis of a control system issue.

Technical support does not include onsite infrastructure hardware or media equipment analysis or repair. IC will assist remotely in diagnosis and repair of all hardware failures. Each reported and validated failure will consist of separate parts and labor agreement.

3.0 Response Procedure

Technical Support conducted over telephone or email will be addressed during normal IC business hours only (8:00-18:00 EST).

Under this agreement, IC will email or cell phone text message City of Gulfport support staff only. IC is not required to make any person-to-person contact with local site staff to make them aware of any system failures.

4.0 Limitations

It is possible that some recurring system control and monitoring issues may arise due to building or installation issues which may require IC to re-negotiate this agreement such as building vibration, air quality, and power fluctuations. Damage caused by Acts of God, war, water, fire, sabotage, terrorist acts, or power problems are not the responsibility of IC. Any service limitations resulting in "down time" for equipment is not the responsibility of IC.

6.0 Software and Firmware Updates

Software and firmware updates are included in this agreement. Scheduled updates will occur quarterly if required. The City of Gulfport will be notified prior to the update. These will occur after 12 AM Eastern Standard Time.

7.0 Fee Summary

All services will commence upon completion and sign-off the agreed proposal.

Base Services under this base agreement include:

- Normal Business Hours Email or Telephone Support
- IC Systems Monitoring Services using full-time key component monitoring and logging services.
- Operational System assistance to include:
Local Site Component Diagnosis
- Monitoring System Software - updates as released

8.0 Technical Support and Call-Out Rates

Hourly technical support not specifically identified in the document or outside of normal business hours are subject to Call Out rates. Call Out rates apply when additional service is requested by the client over and above those specifically provided for in this agreement. All technical support hours will be logged and reported to City of Gulfport designated manager of IT monthly via email throughout the duration of the term of the agreement.

For Hourly Technical Support, such as Content update, New Media Content Creation, and Special Programming are not covered in the device base fees:

- The minimum hourly charge is one (1) hour.
-
- Hourly rates are \$150.00 per hour USD billed in ½ hour increments.
- After hours (nights after 6 PM), weekends and USA holidays will incur a rate of \$250.00 USD billed in ½ hour increments.

For Call-Out responses requiring the use of IC Local Maintenance to be on site:

- The minimum Call-Out charge is three (3) hours plus travel time calculated at 1-hour minimum
- Call out rates are \$150.00 USO per hour
- After hours (nights after 6 PM), weekends and "local" national holidays will incur a rate of \$250.00 USO per hour

For extended Call-out responses requiring the use of IC staff or 3rd party repair personnel on site:

- Call-Outs will be charged by day fee plus travel and reimbursable expenses at cost plus 10%
- Day fee rates are as follows:
 - IC Design and technical support personnel - **\$1500/day**

Base Monitoring and Support Services Fees: Devices included under this agreement are:

Recurring Fees: \$1,215.00 billed Semi-annually (Total Annual \$2,430.00)

Semi-annual billing to be invoiced 6 months after services are rendered (Sept 12 & March 11)

3 Gateways@\$67.50 per Gateway per month= \$202.50 per month

Optional Add on: Cloud Monitoring Fees

Cradlepoint Licenses Expired 10.15.2023

(3) Cradlepoint Licenses @ \$25/per month per license = \$75/mo = \$450 semi-annual or \$900 yearly

Expiring means if these licenses lapse, the User Interface would become unavailable. The other devices would still be online however the city would have to connect to them separately. This would include changing content on the banners or redirecting the cameras to a different video management system. If applicable, audio, weather data and people-counting functions could no longer be used as they require the Intellistreets Cloud network to function.

All services are based on an annual agreement that is renewable upon review of the client's needs.

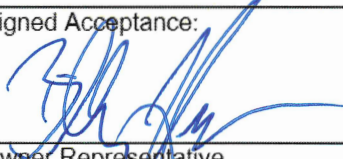
EFFECT OF AGREEMENT

This Agreement shall take effect only upon the signing of both parties with a full understanding of all contract terms.

MODIFICATION

No modification of this Agreement shall be binding unless made in writing and signed by "Client" and IC. No acknowledgment form or another form of IC or "Client" containing terms and conditions of sale submitted by IC or "Client" shall have the effect of modifying the terms and conditions hereof notwithstanding any act of either "Client" or IC with respect to the goods and services and payment thereof, and all deliveries of the goods and performance of the services by IC shall be deemed to be only upon the terms and conditions of this Agreement, unless modified as previously mentioned.

THE PARTIES SIGNED BELOW HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Signed: <i>Ronald P Harwood/mmm</i>	Signed Acceptance: 
Title: CEO/President	Owner Representative Title: <i>Mayor</i>
For: Illuminating Concepts Farmington Hills, Michigan	For: <i>City of Gulfport</i>
Date: April 5, 2024	Date: <i>March 20, 2024</i>

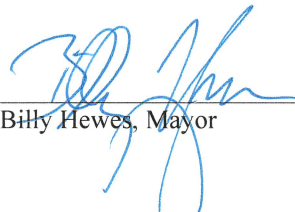
ADDENDUM No. 7 TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport & Neel-Schaffer, Inc.

This Addendum is made a part of the Professional Services Contract entered into by and between the **City of Gulfport** (known as the "LPA") and **Neel-Schaffer, Inc.** (known as the "CONSULTANT"), whose address is **795 Howard Avenue, Biloxi, MS 39530** signed by CONSULTANT on February 13, 2020, and signed by LPA on March 16, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the **City of Gulfport** and **Neel-Schaffer, Inc.**, do by entering into this Addendum mutually agree to further amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract, said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Neel-Schaffer, Inc. for environmental documentation and preliminary design of Interconnecting Gulfport BUILD Grant roadway project, MDOT Project Number FBLD-9159-00(001)LPA 108419-811000, Harrison County will change from April 30, 2024 at 11:59 P.M. to October 31, 2024 at 11:59 P.M.

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.



Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 28TH day of FEBRUARY 2024.



Steve Twedt, PE

Attested By:



Aman Yucilti

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ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this 2nd day of April, 2024, by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation, hereinafter referred to as "ARTISAN" and City of Gulfport, hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on July 4, 2024 on the Moses Jetty, Gulfport, MS.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of TWENTY TWO THOUSAND Dollars (\$22,000.00). Full final payment is due by July 31, 2024. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 180 days of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

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8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First** class, addressed as follows:

ARTISAN- Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.

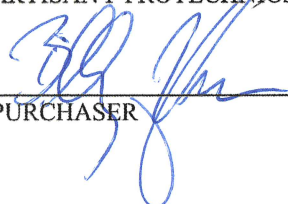
PURCHASER – The City of Gulfport , P. O. Box 1780, Gulfport, MS 39580

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 2nd day of April, 2024.


_____, Title President.
ARTISAN PYROTECHNICS, INC.


_____, Title Mayor.
PURCHASER

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**CONTRACT BETWEEN HARRISON COUNTY, MISSISSIPPI AND
THE CITY OF GULFPORT, MISSISSIPPI FOR THE
HOUSING OF GULFPORT DETAINEES/PRISONERS AT THE
HARRISON COUNTY ADULT DETENTION CENTER**

WHEREAS, Harrison County, Mississippi, by and through its Board of Supervisors and the Sheriff of Harrison County, Mississippi, provide an adult detention center for the housing of all County detainees/prisoners; and

WHEREAS, the City of Gulfport does not currently maintain facilities for housing its detainees/prisoners and therefore desires to enter into an agreement with Harrison County, Mississippi, by and through its Board of Supervisors, and the Sheriff of Harrison County, (collectively, the "County"), to house the detainees/prisoners of the City of Gulfport, ("Gulfport"); and

WHEREAS, the County has agreed to the request of Gulfport to house the detainees/prisoners of Gulfport subject to certain conditions including compensation for the housing of its detainees/prisoners; the method of computing the amount owed; the responsibility for transporting detainees/prisoners from the Harrison County Adult Detention Center, (the "HCADC"), or other facilities, to the Courthouse or Municipal Court; the responsibility for payment of all hospital, doctor, medical, medication, dental and medical costs incurred by Gulfport detainees/prisoners while incarcerated or detained; and the method of payment for these costs; and

WHEREAS, the parties now desire to set forth their respective duties and obligations for the housing of Gulfport detainees/prisoners in the HCADC in this Contract.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants, promises and agreements, the County, by and through its Board of Supervisors, and Gulfport, by and through its Mayor and City Council, agree as follows:

SECTION I. Effective January 2, 2024, subject to final signature of all parties to this Contract and approval on the minutes of the County and Gulfport, Gulfport shall pay the County the sum of Thirty

Dollars (\$30.00) per qualifying day per each Gulfport detainee/prisoner incarcerated in the HCADC as set out in this Contract. This charge of Thirty Dollars (\$30.00) per day includes all medical and dental care provided to the detainee/prisoner where the treatment is provided at the HCADC by the County medical provider or contractor. It specifically does not include any dental, medical or mental health treatment provided by medical providers other than the County's contracted medical provider for the HCADC.

For purposes of this Contract, the term "Gulfport detainee/prisoner" is defined as any individual who is incarcerated in the HCADC located at 10451 Larkin Smith Drive, Gulfport, Mississippi 39503, and/or in any correctional facility designated by the Sheriff pursuant to an arrest or detention by Gulfport law enforcement personnel or judicial officers upon a misdemeanor charge or upon a felony charge where the alleged offense occurred within the corporate limits of the City of Gulfport or commenced by Gulfport, pending the filing of a Court Order binding the arrested detainee/prisoner over for action by the Grand Jury or the arrested detainee/prisoner waives indictment.

For purposes of this Contract, the "per day" charge shall be assessed as follows:

(1) a minimum of one (1) day shall be charged for all Gulfport detainees/prisoners booked into the HCADC regardless of the length of their stay in the HCADC; and

(2) a daily charge shall be assessed for each Gulfport detainee/prisoner according to the "head count" taken at 12 noon each day; provided however, that a Gulfport detainee/prisoner booked into the HCADC prior to 12 midnight shall be deemed to have his/her second daily assessment beginning at the following noon head count [example: booked in at 11 p.m. January 1 and booked out at 1 p.m. January 2 is two (2) days], and a Gulfport detainee/prisoner booked into the HCADC after 12 midnight shall be deemed to have his/her first daily assessment as beginning at the following noon head count [example: booked in at 1 a.m. January 1 and booked out at 11 a.m. January 2 is one day].

The payment for each Gulfport detainee/prisoner shall continue so long as the Gulfport detainee/prisoner remains incarcerated in the HCADC, or at any other correctional facility as designated by the Sheriff, or until such time as the Gulfport detainee/prisoner is bound over for action by the Grand Jury and/or waives indictment. Provided, however, Gulfport detainees/prisoners sentenced to serve a jail term

by its Municipal Court shall continue to be the responsibility of Gulfport and the Thirty Dollars (\$30.00) charge per day per Gulfport detainee/prisoner shall continue during such jail term until a copy of an Order releasing said detainee/prisoner is received by the HCADC. It is Gulfport's sole responsibility to ensure such Order releasing said detainee/prisoner is delivered to, received by and acknowledged by the HCADC.

SECTION II. Gulfport shall be responsible for transporting Gulfport detainees/prisoners for housing to the HCADC located at 10451 Larkin Smith Drive, Gulfport, Mississippi 39503, and/or such satellite facility as may, from time to time, be designated by the Sheriff.

Gulfport shall be responsible for the transportation of the Gulfport detainees/prisoners to and from the HCADC and doctor/dental offices, mental health or medical facilities and/or hospitals as may, from time to time, be required subject to the provisions of Section III. Should the medical staff at the HCADC or any satellite facility determine based upon their medical judgment that immediate attention is needed for any Gulfport detainee/prisoner, and waiting for the Gulfport Police Department to come and make the transport would further jeopardize the health/safety of the detainee/prisoner, then the transport will be made by ambulance or a facility vehicle and Gulfport shall be responsible and shall pay for such expense and shall reimburse Harrison County for any such expense where incurred by the County. Despite the fact that Gulfport did not authorize the transport, it will still be the responsibility of Gulfport to pay all expenses for any such transport and the expenses of providing security until Gulfport can begin providing the necessary security at any such medical or mental health facility. Gulfport shall be responsible for the transportation of detainees/prisoners from the HCADC to all courts as may, from time to time, be ordered by the appropriate Judge(s) as long as the detainee/prisoner remains a city prisoner.

SECTION III. If a detainee/prisoner needs medical care for any reason other than what is provided at the HCADC, then Gulfport shall be responsible for and directly pay those hospital, doctor, mental, medical, dental, prescription costs/bills and other medical provider's charges incurred by and on behalf of the Gulfport detainees/prisoners which are reasonable and necessary as governed by Miss. Code Ann. §§ 47-1-57 and 47-1-59 (1972), as amended.

All such charges shall be paid within thirty (30) days after submission to Gulfport by or on behalf of any dental, medical or mental care provider and if in the event the County pays any such costs or expenses then Gulfport shall reimburse the County within thirty (30) days after submission to Gulfport by the County.

The payment for such medical charges shall continue so long as the Gulfport detainee/prisoner remains incarcerated in the HCADC, or other facility, or until such time as the Gulfport detainee/prisoner is bound over by action of the Grand Jury and/or waives indictment. Provided, however, Gulfport detainees/prisoners sentenced to serve a jail term by the Municipal Court of Gulfport shall continue to be the responsibility of Gulfport and Gulfport shall be responsible for the payment of Thirty Dollars (\$30.00) per day per Gulfport detainee/prisoner and for dental, mental health or medical care as provided herein until release on receipt by the County of an Order releasing same. Such responsibility shall continue during such jail term and until receipt by the County of a properly signed and entered judicial order releasing said detainee/prisoner.

If the Sheriff and/or medical staff at the facility find and determine that a Gulfport detainee/prisoner is in need of immediate dental, mental health or medical attention and should be transported by ambulance or a facility vehicle to such facility and/or hospital, neither the County nor the Sheriff shall be responsible for any fees, costs or expenses related to the transportation or the dental, mental health or medical services provided for said detainee/prisoner, even if Gulfport releases the inmate with an own recognizance bond or other bond. In such event, Gulfport agrees it will not seek the payment, reimbursement or any recourse for the hospital, doctor, medical costs/bills from the County or Sheriff. Should a medical provider and/or hospital seek payment from the Sheriff or County for an inmate who has been released with an own recognizance or other bond by Gulfport and therefore transported to an outside medical facility, Gulfport agrees it will take all necessary action to resolve any payment issue between Gulfport and the provider/hospital without seeking recourse from the County or Sheriff. By execution of this Contract, the County acknowledges that Gulfport does not assume any liability for the operation of the HCADC and/or any satellite facility thereof operated by the County or the Harrison County Sheriff's Department with respect to any claims that anyone may have which arise solely out of the operation of the HCADC rather

than as a result of some action or inaction on the part of Gulfport or its agents, servants or employees. However, by execution of this Contract, Gulfport acknowledges that it is responsible for the housing of its detainees/prisoners housing needs and is responsible for the dental, mental health and/or medical care required by its detainees/prisoners outside of the HCADC or other facility regardless of how or why incurred until released as provided herein.

SECTION IV. The County shall render a monthly statement for all charges to Gulfport on or before the 20th day of the next subsequent month and Gulfport shall remit the full amount due to the County within thirty (30) days of receipt of same.

SECTION V. The Sheriff, in his sole discretion, has the absolute unconditional right to refuse to accept for housing any Gulfport detainees/prisoners and the right to discontinue housing of any Gulfport detainee/prisoner after acceptance. If a prisoner is rejected by the Sheriff of Harrison County, Gulfport shall pick up its detainee/prisoner for immediate removal.

SECTION VI. The parties agree that the Sheriff, in his sole discretion, is permitted to re-locate Gulfport prisoners/detainees to the Stone County Regional Correctional Facility or any other facility in which an existing interlocal governmental cooperation agreement exists between Harrison County, the City of Gulfport and the other entity. Upon relocation of Gulfport detainees/prisoners to a different facility, including, but not limited to the Stone County Regional Correctional Facility, the parties agree that all further housing, meals and medical treatment and expenses will be governed by the existing interlocal agreement with the other entity and not this Contract, except that this Contract shall still be applicable where not in conflict with said existing interlocal agreement(s) as between the County and Gulfport. If the detainees/prisoners are relocated to another facility, the detainees/prisoners still remain "Gulfport detainees/prisoners" and Gulfport is responsible for payment according to the terms of the aforementioned interlocal governmental cooperation agreement between Harrison County, the City of Gulfport and the third entity.

SECTION VII. All written notices of every kind and character shall be forwarded by certified mail, return receipt requested as follows:

Harrison County, Mississippi

President, Harrison County Board of Supervisors
Post Office Box CC
Gulfport, Mississippi 39502

With a copy to the Board Attorney

City of Gulfport, Mississippi

Mayor, City of Gulfport
2309 15th Street
Gulfport, Mississippi 39501

With a copy to the City Attorney

SECTION VIII. The term of this Contract shall be effective upon the final signature of all parties hereto and shall terminate on March 31, 2028, unless terminated earlier by either party. The parties have the right to terminate this Contract for any reason; however, termination may only occur when the terminating entity has provided thirty (30) days written notice to the other party of its intent to terminate. This Agreement may be renewed by the City and the County, upon concurrency by the Harrison County Sheriff, by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2028, that they intend to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION IX. This Contract shall be executed in several counterparts, all of which shall be considered originals.

SECTION X. Sheriff Matt Haley approves this Agreement herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent authority and powers.

SECTION XI. This Contract constitutes the entire agreement of the parties and may be amended only upon mutual written consent of the parties.

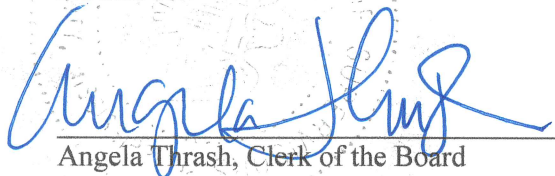
IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Harrison County, Mississippi, do hereby set and subscribe my signature to the above and foregoing Contract between Harrison County, Mississippi and the City of Gulfport, Mississippi for the Housing of Gulfport Detainees/Prisoners at the Harrison County Adult Detention Center fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE this the 4th day of March, 2024.

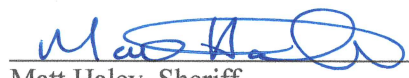
HARRISON COUNTY, MISSISSIPPI


Marlin R. Ladner, President
Harrison County Board of Supervisors

ATTEST:


Angela Thrash, Clerk of the Board

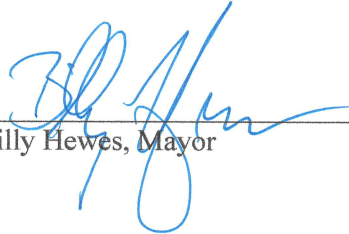
APPROVED:


Matt Haley, Sheriff
Harrison County, Mississippi

IN WITNESS WHEREOF, I, as Mayor of the City of Gulfport, Mississippi, the officer duly authorized in the premises by Resolution of the City Council of the City of Gulfport, Mississippi, do hereby set and subscribe my signature on behalf of the City of Gulfport, Mississippi to the foregoing Contract between Harrison County, Mississippi and the City of Gulfport, Mississippi for the Housing of Gulfport Detainees/Prisoners at the Harrison County Adult Detention Center fully ascribing to the terms thereof for and behalf of the City of Gulfport, Mississippi the same having been adopted in a duly constituted session.

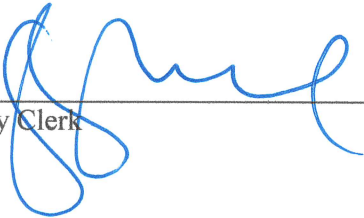
WITNESS MY SIGNATURE this the 4 day of April, 2024.

GULFPORT, MISSISSIPPI



Billy Hewes, Mayor

ATTEST:



City Clerk

Certificate of Substantial Completion

Project: Repairs to Moses Pier Due to Hurricane Zeta Project No. 178592	Owner: City of Gulfport	
Contract: Repairs to Moses Pier Due to Hurricane Zeta Project No. 178592 PO No. 00230771		Date of Contract: 11-23-2022
Contractor: JE Talley Construction, Inc., 1711 Prospect Avenue, Pascagoula, MS 39567		Engineer's Project No.: 16405.08

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

February 20, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

Warped handrails to be identified and replaced during warranty inspection.

The following documents are attached to and made part of this Certificate:

N/A

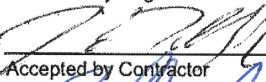
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

March 11, 2024

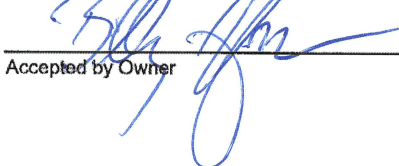
Date



Accepted by Contractor

3-11-2024

Date



Accepted by Owner

4-3-2024

Date

CHANGE ORDER

OWNER:

City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

CHANGE ORDER NO. 1 (Summary)**DATE:** March 15, 2024**CONTRACTOR:**

J E Talley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

ENGINEER: Covington Civil &
Environmental**PROJECT:** Repairs to Moses Pier Due to
Hurricane Zeta**SUMMARY:**

This change order serves to decrease the Contract Amount and increase Contract Time.

Installed quantities in the field differ from the original estimated quantities in the contract.

Additional damaged concrete was found during demolition as well as thicker concrete (12") found at the end of the jetty during construction. Additional explanation is provided in the Change Order Recommendation.

A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with the adjustments is a decrease in the total contract amount by \$46.25

Lastly, Contract Time was increased by 190 days due to weather delays, material delays, and review of work performed. Additional explanation is provided for the delays in the Change Order Recommendation. Substantial Completion was given on February 20, 2024.

The following Items have been added to the Contractor's scope of work:

CO1-1 12" Concrete Pavement

\$18,360.00

Summary Quantity Change (Decrease)

(\$18,406.25)

The Net Change to the Contract Amount will therefore be minus.

(\$46.25)

THE CONTRACT IS AMENDED AS SHOWN BELOW:

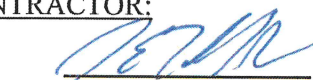
(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	\$938,325.85
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$938,325.85
The Contract Sum will now Change (-):	(\$46.25)
The New Contract Sum including this Change Order will be:	\$938,279.60
The original Contract Time:	180
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	8/14/2023
The Contract Time will now Change by (+) days:	190
The New Date of Substantial Completion will be:	2/20/2024

CONTRACTOR:

By:

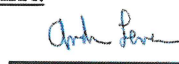
Date:


3-15-2024

ENGINEER:

By:

Date:


3/15/2024

OWNER:

By:

Date:


4-3-2024

REPAIRS TO MOSES PIER DUE TO HURRICANE ZETA
CITY OF GULFPORT
CITY PROJECT NUMBER: 178592
CHANGE ORDER #1 (FINAL) (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	DELTA
02512-A	Hot Bituminous Pavement (MDOT ST, 12.5 mm mix)(4" Thick)	SY	\$ 56.25	245	\$ 13,781.25	49.00		294.00	\$ 16,537.50	\$ 2,756.25
06101-A	3"x8" Handrail (20'-0")	EA	\$ 312.50	57	\$ 17,812.50		(3)	54.00	\$ 16,875.00	\$ (937.50)
06101-B	3"x6" Handrail (20'-0")	EA	\$ 312.50	113	\$ 35,312.50		(9)	104.00	\$ 32,500.00	\$ (2,812.50)
06101-C	3"x8" Stringers (12'-0")	EA	\$ 156.25	576	\$ 90,000.00		(56)	520.00	\$ 81,250.00	\$ (8,750.00)
02721-1-A	Concrete Cap	EA	\$ 3,437.50	69	\$ 237,187.50		(2)	67.00	\$ 230,312.50	\$ (6,875.00)
06101-F	6" x 6" Treated Posts (3'-6")	EA	\$ 81.25	236	\$ 19,175.00		(22)	214.00	\$ 17,387.50	\$ (1,787.50)

TOTAL SUMMARY QUANTITY CHANGE \$ (18,406.25)

CO1-1	12" Concrete Pavement	SY	\$ 170.00	0	\$ -	108		108	\$ 18,360.00	\$ 18,360.00
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TOTAL CHANGE ORDER #1 \$ 18,360.00

TOTAL CONTRACT CHANGE (DECREASE) \$ (46.25)

MEMORANDUM – CITY OF GULFPORT

Date: APRIL 2ND, 2024

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

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

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

WARD 1

Parcel 1: 0711J-01-020.000. E 50 Ft Of Lots 10 To 12 Inc Blk 4 Virginia Hill Place.
Property Located At 4208 13th St. For Violation Of Remove/Haul Off Trash &
Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove And
Haul Off Tree. Ding Timmothy Case: 12288

WARD 2

Parcel 2: 1010L-03-016.000. Lot 105 Sherwood Est. Subd.. Property Located At 1301 Oak
Hill Ave. For Violation Of Remove Or Repair & Legally Tag. Monroe Alonzo III
& Karen Ann Case: 13395

Parcel 3: 1010K-05-027.000. Lots 16 - 20 Inc Blk 2 Abyssinia Subd Sec 31-7-10. Property
Located At 626 Baker St. For Violation Of Remove/Haul Off Trash & Debris,
Remove Or Repair & Legally Tag, Make Necessary Repairs, Park In Approved
Location, Remove Clutter And Debris, Remove/Discard Used Appliances, Remove
Or Relocate Furniture. Hutson Willie Emerson Jr ETAL Case: 13396

Parcel 4: 0910P-05-014.000. Lot 4 Blk 2 Wood Glen Subd Sec 1 75.8 X 182.4 Irr. Property
Located At 19 Woodglen Dr. For Violation Of Remove/Haul Off Trash & Debris,
Remove Clutter And Debris, Remove Or Relocate Furniture. Richardson Jonathan
J Case: 13415

Parcel 5: 0910P-02-032.000. Life Estate 2013-191 Lot 14 Blk 7 Woodglen Subd Sec 4;
Also Beg 697.3 Ft S & 368 Ft W Of Inter Of W Mar Of Teagarden Rd & S Mar Of
White St A/K/A Perry St S 238 Ft W 79 Ft M/L To E Line Of Woodglen Subd Sec
4 N Along Subd 238 Ft E 79 Ft M/L To Pob Part Of Se 1/4 Of Se 1/4 Of Sec 36-7-
11. Property Located At 273 Pinewood Cir. For Violation Of Cut & Clean The
Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris,
Remove Or Repair & Legally Tag, Board Up And Secure Openings, Remove

Clutter And Debris, Remove/Relocate Utl Trailer. Smallwood Alice Joy Reeves
L/E Case: 13433

- Parcel 6: 0911D-06-062.000. E 50 Ft Of Lots 19-22 Inc Blk 6 Garys East Side Add. Property Located At 918 25th St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris. Chaffin Ernie Case: 13497
- Parcel 7: 0911D-07-028.000. Lots 1 To 4 Blk 7 Garys East Side Add. Property Located At 909 25th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Remove Clutter And Debris. Johnson Robert P Case: 13498
- Parcel 8: 1010K-01-029.000. Lot 1 Blk 20 Anniston Estates Unit #1. Property Located At 904 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Kuhn Freddie D & Karen Case: 13552

WARD 3

- Parcel 9: 0811B-03-045.000. Lots 21 & 22 Blk 30 Arlington Heights Add. Property Located At 2314 15th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Peterson Re Holdings LLC Case: 13450
- Parcel 10: 0810I-01-069.002. Lots 37 & 38 Blk 6 Central Park. Property Located At 1222 35th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Benefield Sybil Case: 13525
- Parcel 11: 0910M-03-032.000. Lots 8 - 10 Blk 23 Myrtle Resurvey. Property Located At 2817 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Correct Unsanitary Condition, Remove Clutter And Debris, Remove/Relocate Utl Trailer. Linker Christina Case: 13613

WARD 4

- Parcel 12: 0910H-01-057.025. Lot 15 Canal Place Subd Sec 25-7-11. Property Located At 411 South Caribe Pl. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Meyerchick Erik Case: 13367

WARD 5

- Parcel 13: 1007M-01-042.001. N 83 Ft Of Lot 7 Blk 6 Rolling Acres Subd Sec 31-6-10. Property Located At 13148 Sheldon St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris. A+ Able Administration Inc Case: 13542
- Parcel 14: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs,

Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13557

- Parcel 15: 1007L-06-020.000. Lots 5 To 8 & 40 To 42 Blk 12 Re-Subd Of Biloxi River Estates Unit 1. Property Located At 748 Gwen Dr. For Violation Of Remove Or Repair & Legally Tag, Remove Vehicle, Cease Work And Obtain Permit, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle, Remove/Relocate Storage Struct, Remove Oversized Vehicle, Obtain Permit Or Remove. Martin Jack Lamar III & Jamie Case: 13561
- Parcel 16: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13577
- Parcel 17: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13584
- Parcel 18: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13603
- Parcel 19: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13621

WARD 6

- Parcel 20: 0808H-02-091.000. 2.8 Ac(C) Beg 250.3 Ft N & 30 Ft W Of Se Cor Of Sec 3 On W Mar Of Three Rivers Rd W 497.6 Ft N 238.2 Ft E 501.6 Ft To Rd Sly Along Rd 242.4 Ft To Pob Part Of Se 1/4 Of Se 1/4 Of Sec 3-7-11. Property Located At 12035 Three Rivers Rd. For Violation Of Make Necessary Repairs, Remove Oversized Vehicle. Mouwad Francis & Anwar E Hamarneh Case: 13397

Parcel 21: 0908O-02-072.000. Lot 219 Pine Hill Subd Part 2. Property Located At 2621 Samuel St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Correct Unsafe Conditions, Correct Unsanitary Condition, Stop Major Repairs Or Dissembl, Remove Clutter And Debris. Forehand Janice S Case: 13605

WARD 7

Parcel 22: 0808G-01-010.000. Lot 69 Briarwood South Subd Replat Sec 3-7-11. Property Located At Deidra Ct. For Violation Of Remove/Haul Off Trash & Debris, Remove Objects. Parker Gillian Case: 13570

Parcel 23: 0808G-01-009.000. Lot 68 Briarwood South Subd Replat Sec 3-7-11. Property Located At 14446 Deidra Ct. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Remove Clutter And Debris, Remove Clutter From Carport, Remove/Relocate Utl Trailer, Remove Or Relocate Furniture. Semmes Billie Lynn Garrett ETAL Case: 13571

**CODE ENFORCEMENT DIVISION**

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

March 22, 2024

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

DING TIMOTHY
4208 13TH ST
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0711J-01-020.000
4208 13TH ST

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

The violations are as follows:

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

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (10) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

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

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 12288



CODE ENFORCEMENT DIVISION

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

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

March 22, 2024

DING TIMOTHY
131 ST JOHN AVE
BILOXI, MS 39530

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

Reference: Tax Parcel Number: 0711J-01-020.000
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Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 12288







CODE ENFORCEMENT DIVISION

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

March 28, 2024

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

MONROE ALONZO III & KAREN ANN
1301 OAKHILL AVE
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1010L-03-016.000
1301 OAK HILL AVE

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

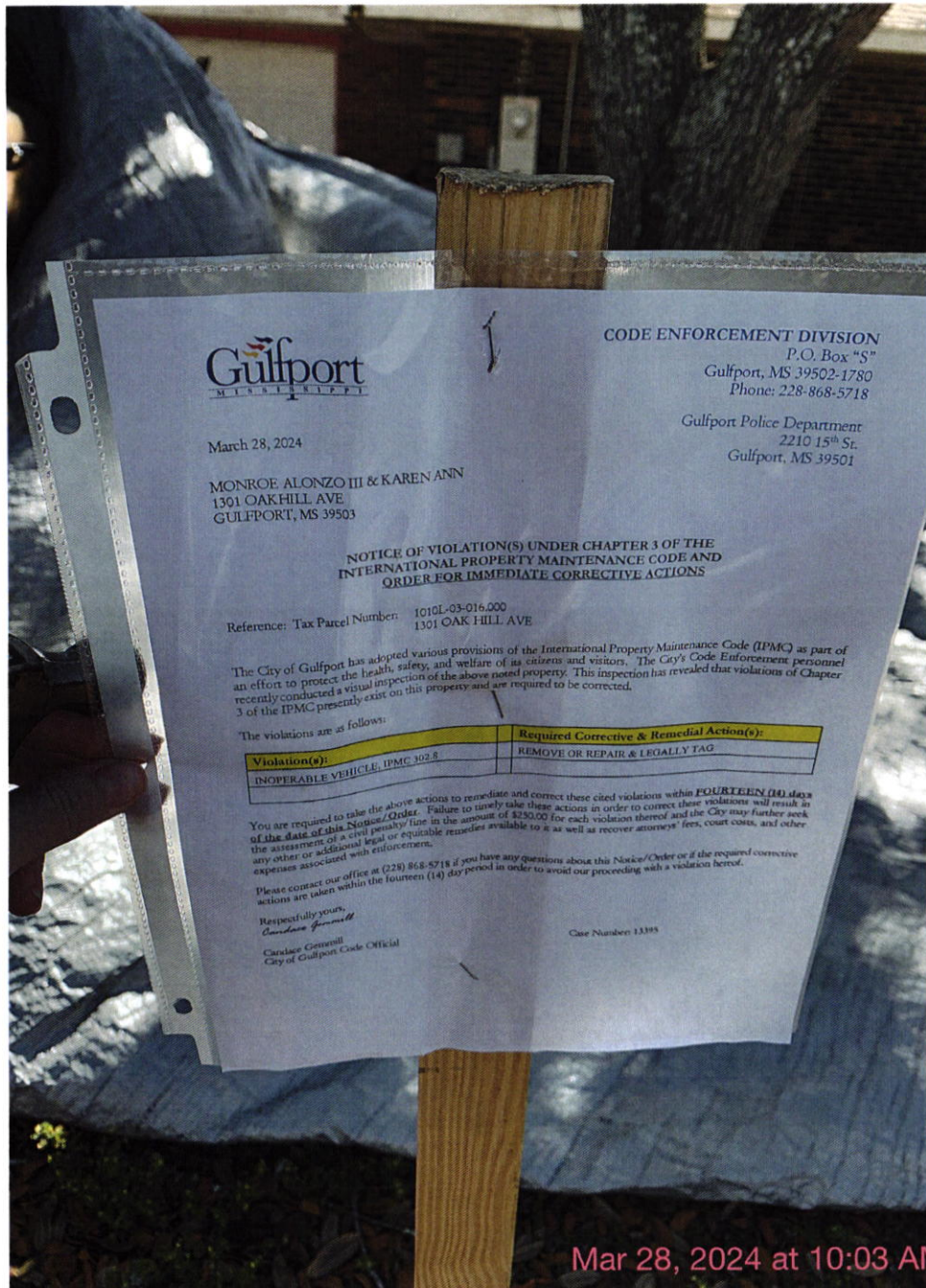
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13395





**CODE ENFORCEMENT DIVISION**

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

March 28, 2024

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

HUTSON WILLIE EMERSON JR ETAL
626 BAKER ST
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 1010K-05-027.000
626 BAKER ST

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

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TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

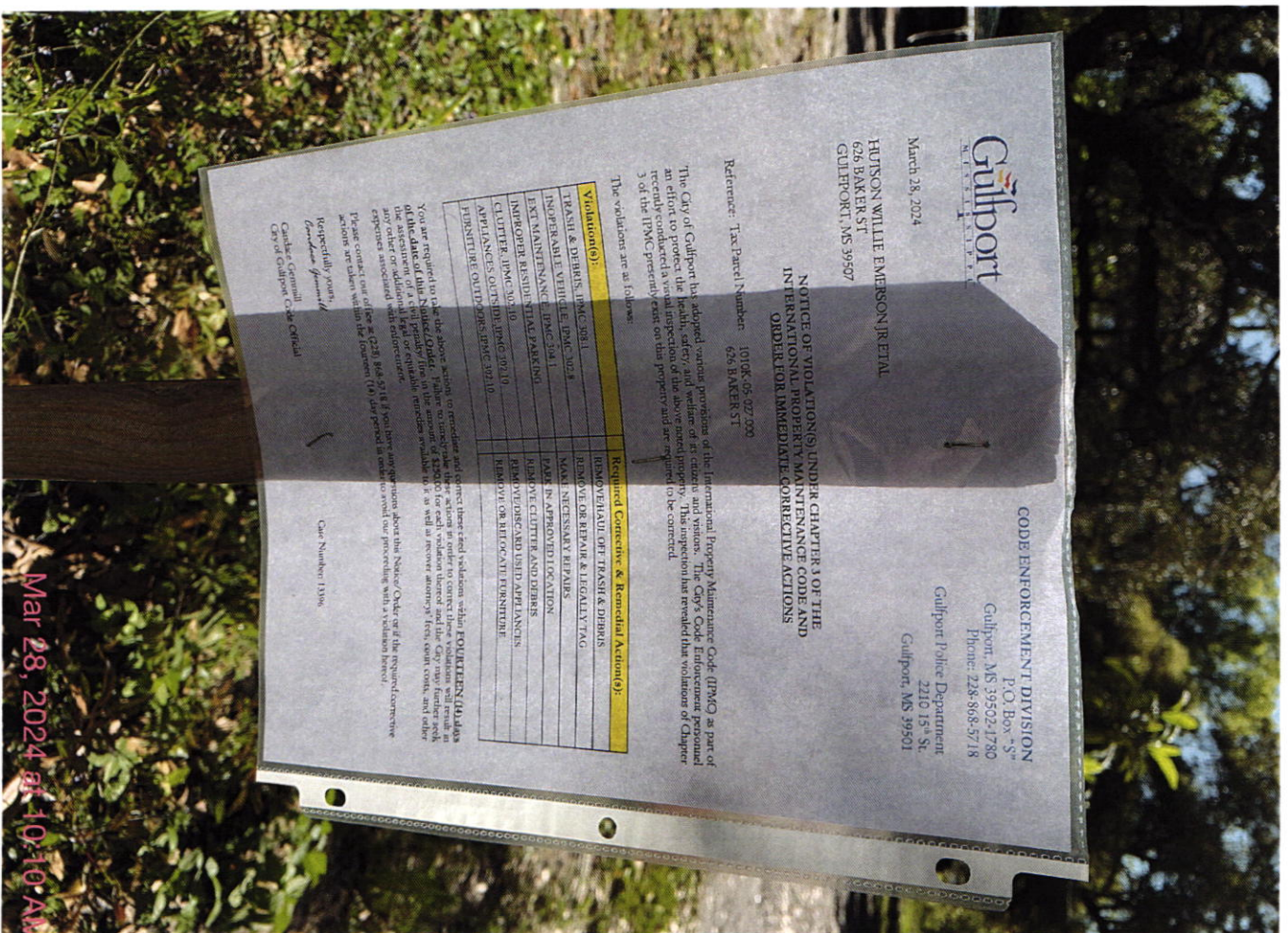
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13396



March 28, 2024

HUTSON WILLIE EMEISON JR ETAL
625 BAKER ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010K-05-27-000
625 BAKER ST

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

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

The violations are as follows:

Violation(s)	Required Corrective & Remedial Action(s)
TRASH & DEBRIS, IPMC 302.1	REMOVED/HAUL OFF TRASH & DEBRIS
TRASH & DEBRIS, IPMC 302.8	REMOVE OR REPAIR ILLEGALLY TAG
DISORDERLY VEHICLE, IPMC 304.1	MAKE NECESSARY REPAIRS
EXT MAINTENANCE, IPMC 304.1	PAINT IN APPROVED LOCATION
IMPROPER RESIDUAL VEHICLE PARKING	REMOVE CLUTTER AND DEBRIS
CLUTTER, IPMC 302.10	REMOVE DISCARDED LAND APPLIANCES
CLUTTER, IPMC 302.10	REMOVE OR RELOCATE FURNITURE
APPLIANCES OUTDOORS, IPMC 302.10	
FURNITURE OUTDOORS, IPMC 302.10	

You are required to take the above actions to prevent and correct these listed violations within FOURTEEN (14) days of the date of this Notice. Failure to take the above actions within the specified time frame may result in the City taking action to correct the violations at the expense of the property owner. The City will not be responsible for any damage or injury to the property or to the City's Code Enforcement personnel or other personnel involved in the enforcement of this Notice. If you have any questions about this Notice, please contact the City of Gulfport Code Official.

Respectfully yours,
Caitlin Gerrell
City of Gulfport Code Official

Case Number: 1306

CODE ENFORCEMENT DIVISION

P.O. Box 58
Gulfport, MS 39502-1780
Phone: 228-868-5718

Gulfport Police Department
2210 1st St.
Gulfport, MS 39501









Mar 28, 2024 at 10:08 AM



Mar 28, 2024 at 10:09 AM



CODE ENFORCEMENT DIVISION

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

March 27, 2024

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

RICHARDSON JONATHAN J
19 WOODGLEN DR
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0910P-05-014.000
19 WOODGLEN DR

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

The violations are as follows:

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

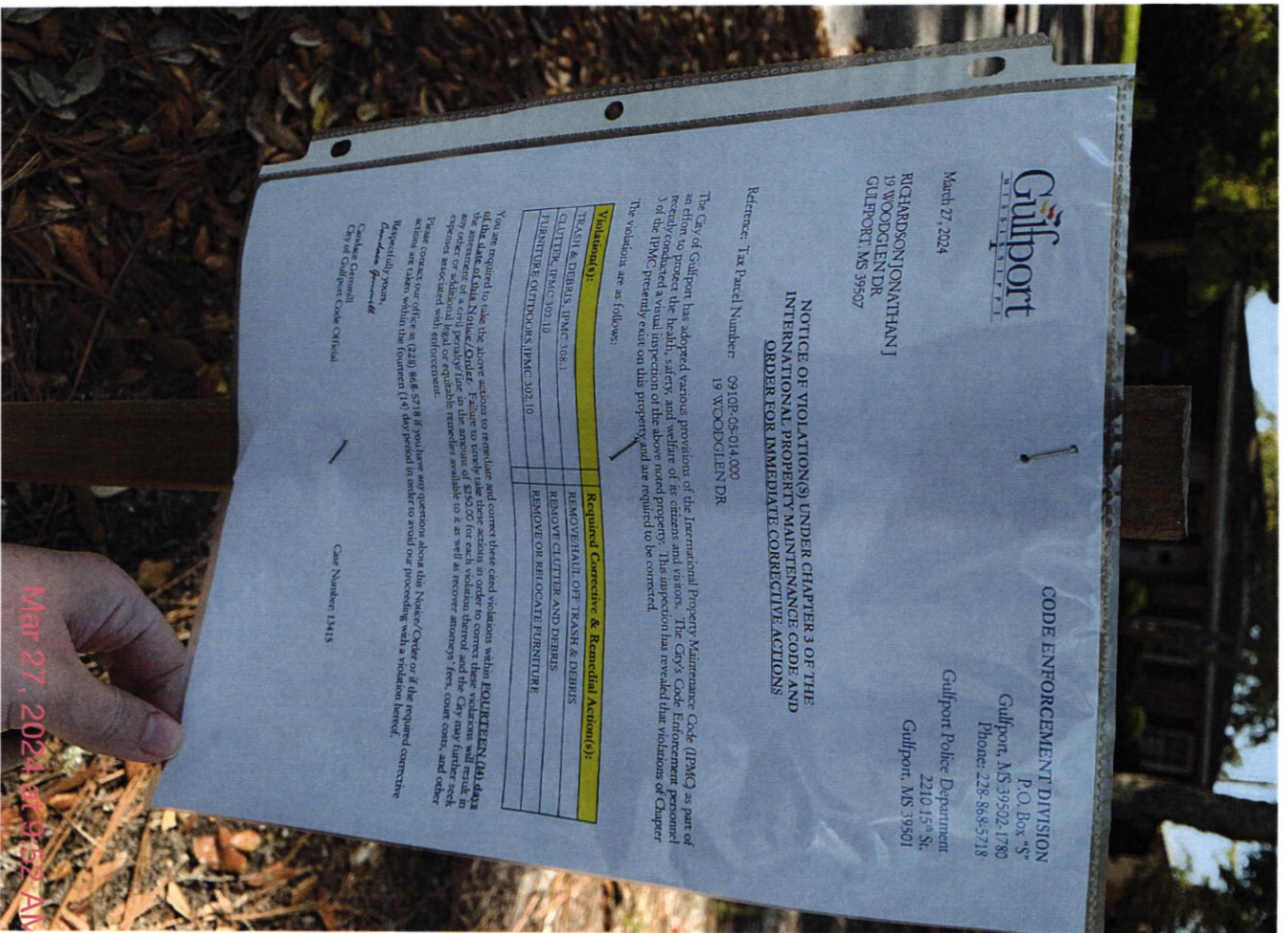
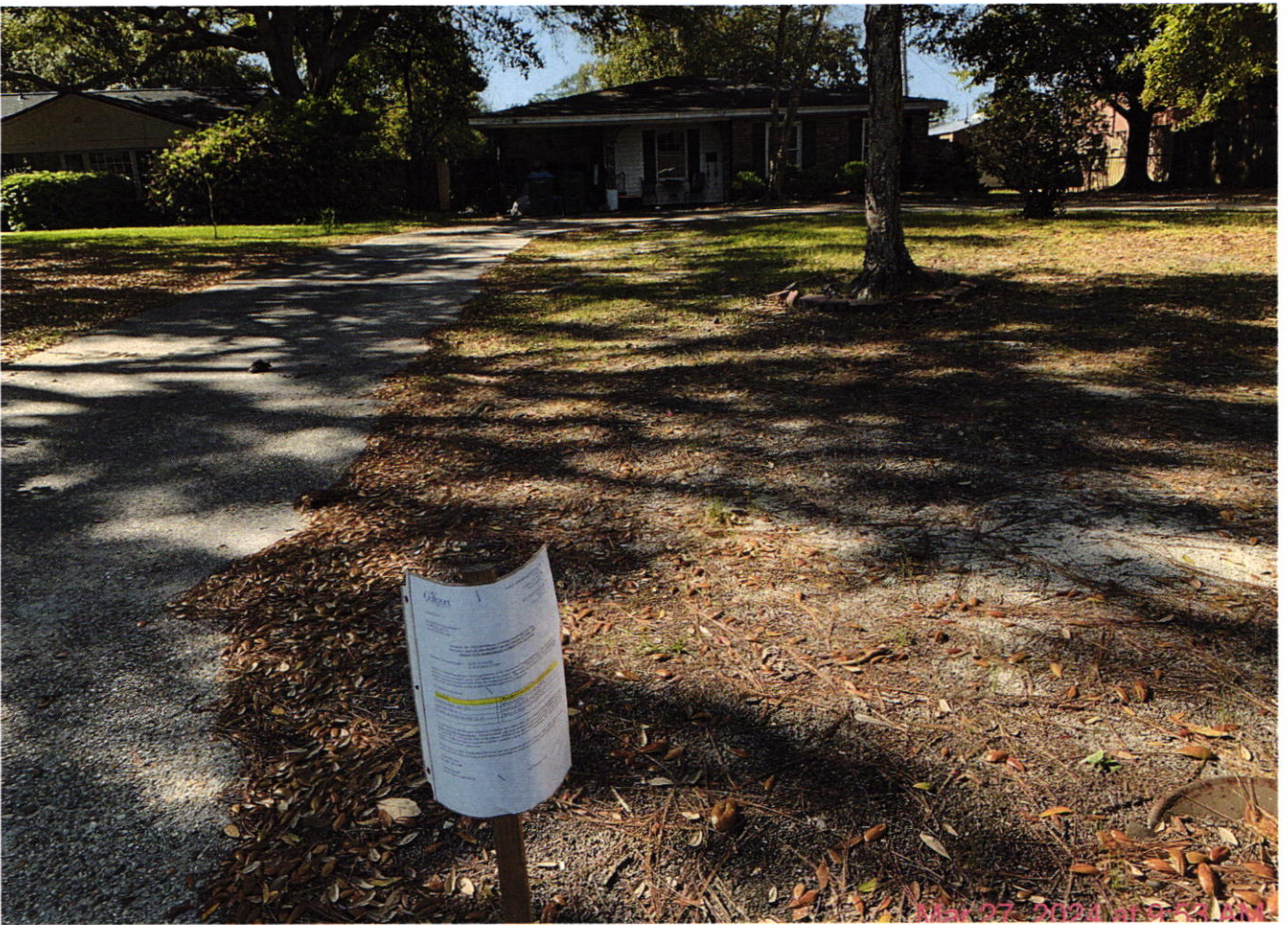
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13415





Mar 27, 2024 at 9:51 AM



Mar 27, 2024 at 9:51 AM

**CODE ENFORCEMENT DIVISION**

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

March 27, 2024

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

SMALLWOOD JOHN M
273 PINEWOOD CIR
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0910P-02-032.000
273 PINEWOOD CIR

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER

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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13433

**CODE ENFORCEMENT DIVISION**

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

March 27, 2024

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

SMALLWOOD JOHN M
1600 N HASKELL AVE #2
DALLAS, TX 75204

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

Reference: Tax Parcel Number: 0910P-02-032.000
273 PINEWOOD CIR

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER

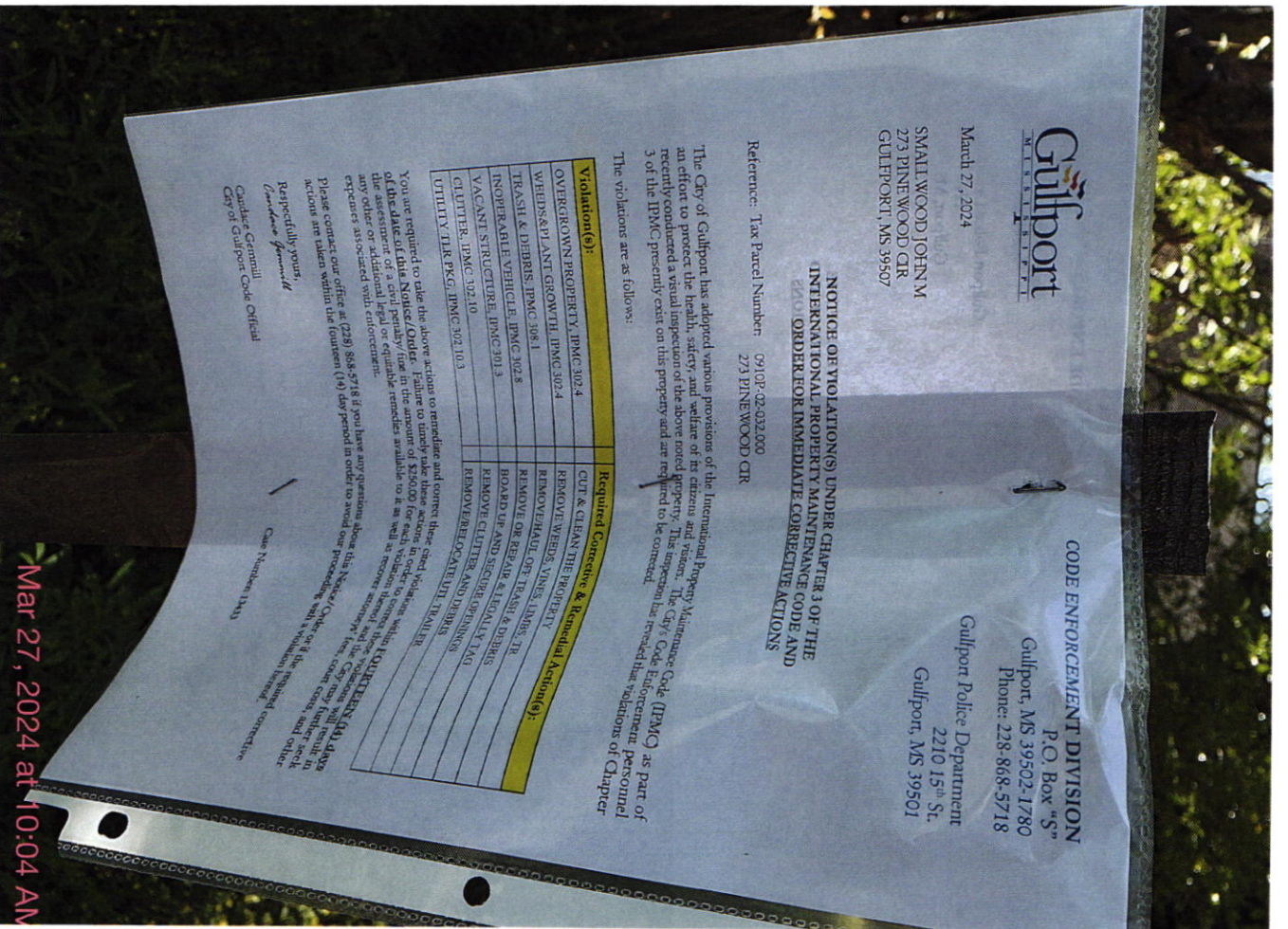
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13433



CODE ENFORCEMENT DIVISION

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

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

March 27, 2024

SMALL WOOD JOHANNA
273 PINE WOOD CIR
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0910P-02-032-000
273 PINE WOOD CIR

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

The violations are as follows:

Violation(s)	Required Corrective & Remedial Action(s)
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS/PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, PINES, LIMBS
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	BOARD UP OR REPAIR & LEGALLY TAG
INOPERABLE VEHICLE, IPMC 301.3	REMOVE CLUTTER AND DEBRIS
VACANT STRUCTURE, IPMC 302.10.3	REMOVE/REPAIR THE TRAILER
CLUTTER, IPMC 302.10.3	
UTILITY/TIE PKG, IPMC 302.10.3	

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) DAYS** of the date of this Notice/Order. Failure to take the above actions in order to correct these violations within the required time frame of 14 days will result in the City of Gulfport taking further action to correct the violations. The City of Gulfport will incur the expense associated with enforcement actions. Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with violation fines, and other actions.

Respectfully yours,
Caroline Jewell
Caroline Jewell
City of Gulfport Code Official

Can Nguyen Day

Mar 27, 2024 at 10:04 AM





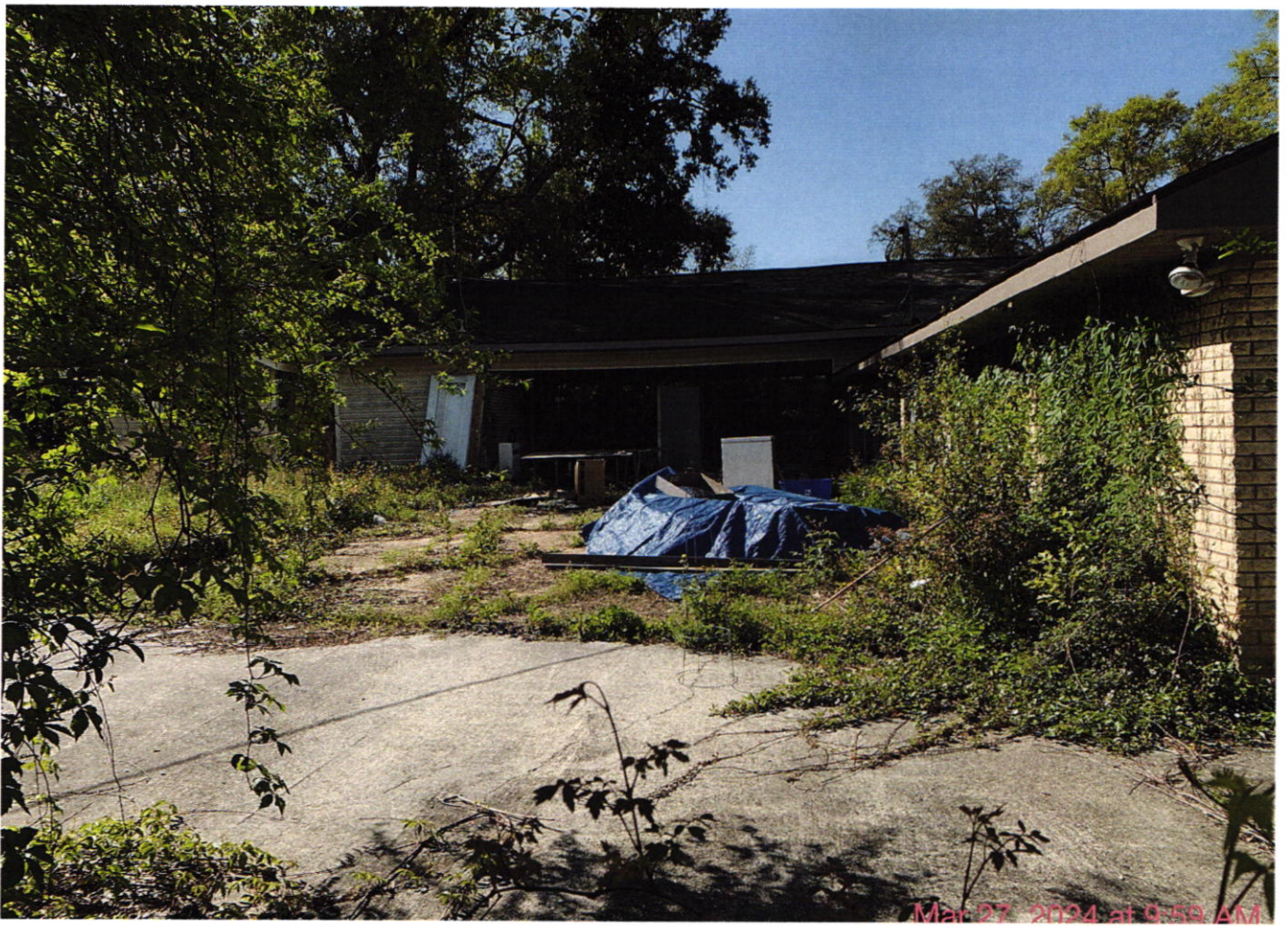


Mar 27, 2024 at 10:00 AM



Mar 27, 2024 at 10:01 AM





**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

CHAFFIN ERNIE
918 25TH ST
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0911D-06-062.000
918 25TH ST

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

The violations are as follows:

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

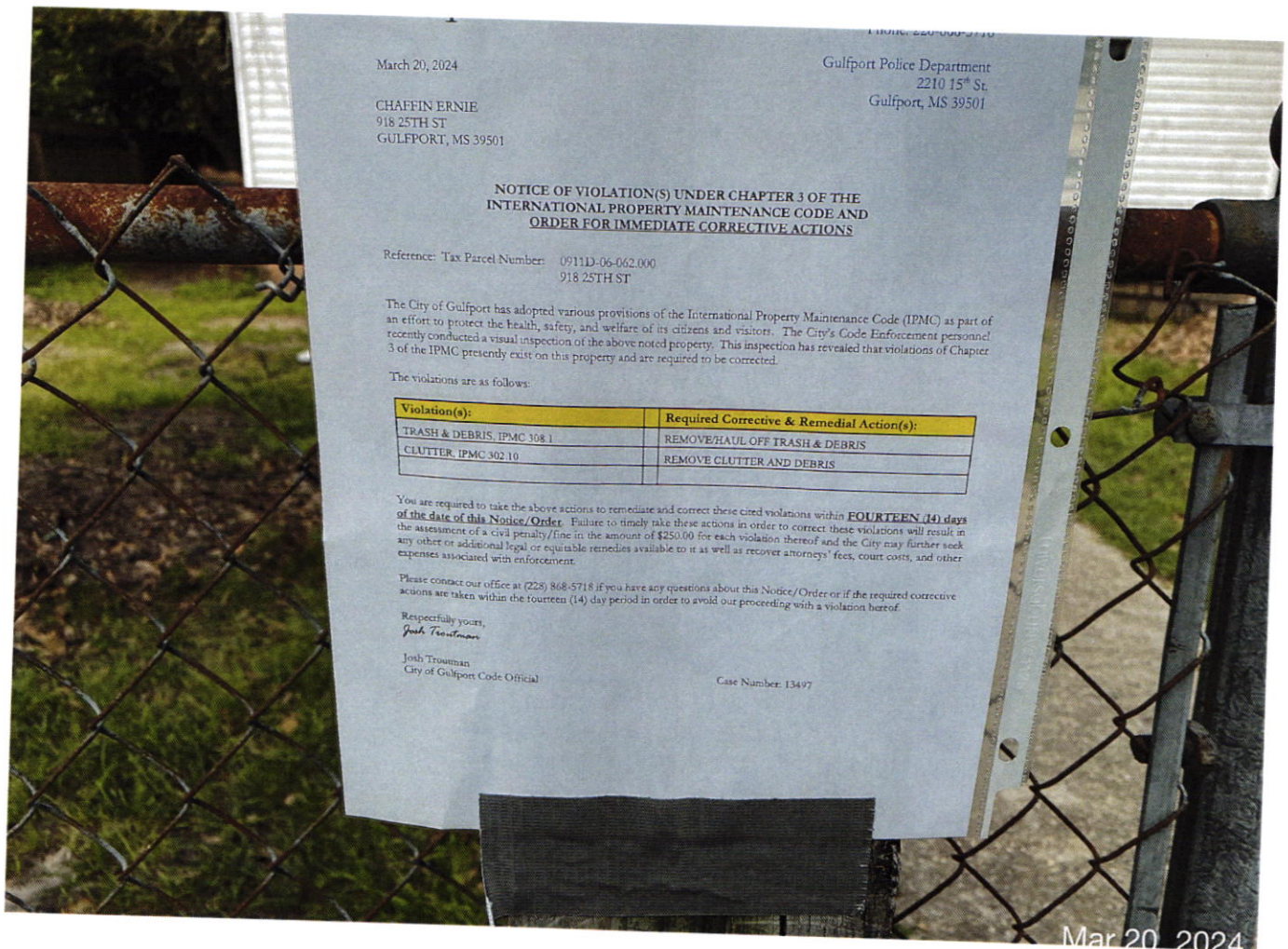
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13497



March 20, 2024

CHAFFIN ERNIE
918 25TH ST
GULFPORT, MS 39501

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

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

Reference: Tax Parcel Number: 0911D-06-062.000
918 25TH ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 108.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Josh Trouman

Josh Trouman
City of Gulfport Code Official

Case Number: 13497

Mar 20, 2024

**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

JOHNSON ROBERT P
909 25TH ST
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0911D-07-028.000
909 25TH ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13498

**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

JOHNSON ROBERT P
P O BOX 1714
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 0911D-07-028.000
909 25TH ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13498



CODE ENFORCEMENT DIVISION

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

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

March 20, 2024

JOHNSON ROBERT P
P.O. BOX 1714
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 0911D-07-028.000
909 25TH ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS & PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official

Case Number: 13498

Mar 20, 2024





CODE ENFORCEMENT DIVISION

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

March 20, 2024

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

KUHN FREDDIE D & KAREN
904 AUGUSTINE DR
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 1010K-01-029.000
904 AUGUSTINE DR

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

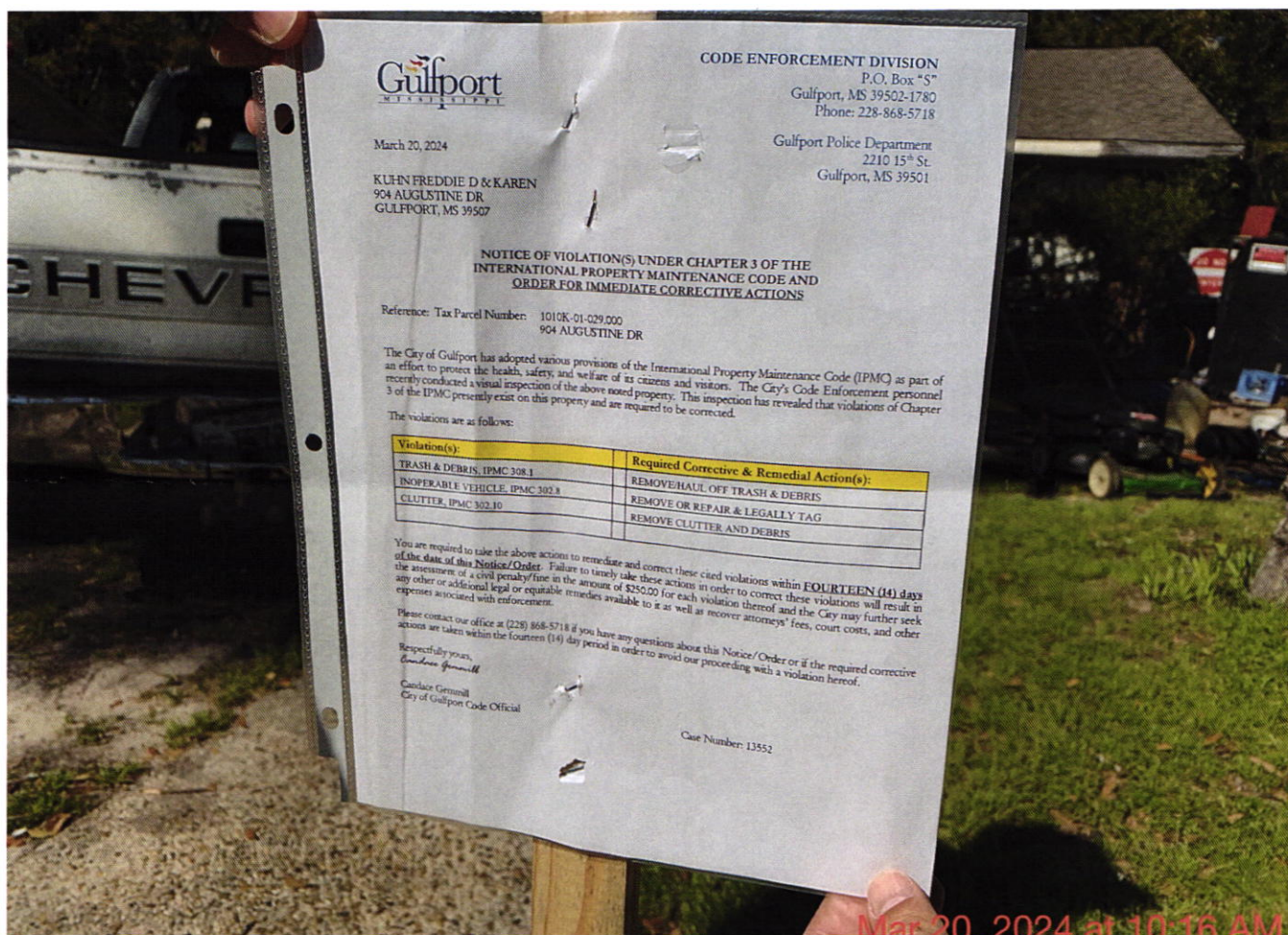
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order.** Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13552









**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

PETERSON RE HOLDINGS LLC
2314 15TH AVE
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0811B-03-045.000
2314 15TH AVE

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13450

**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

PETERSON RE HOLDINGS LLC
3675 S RAINBOW BLVD STE 107-258
LAS VEGAS, NV 89103

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

Reference: Tax Parcel Number: 0811B-03-045.000
2314 15TH AVE

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

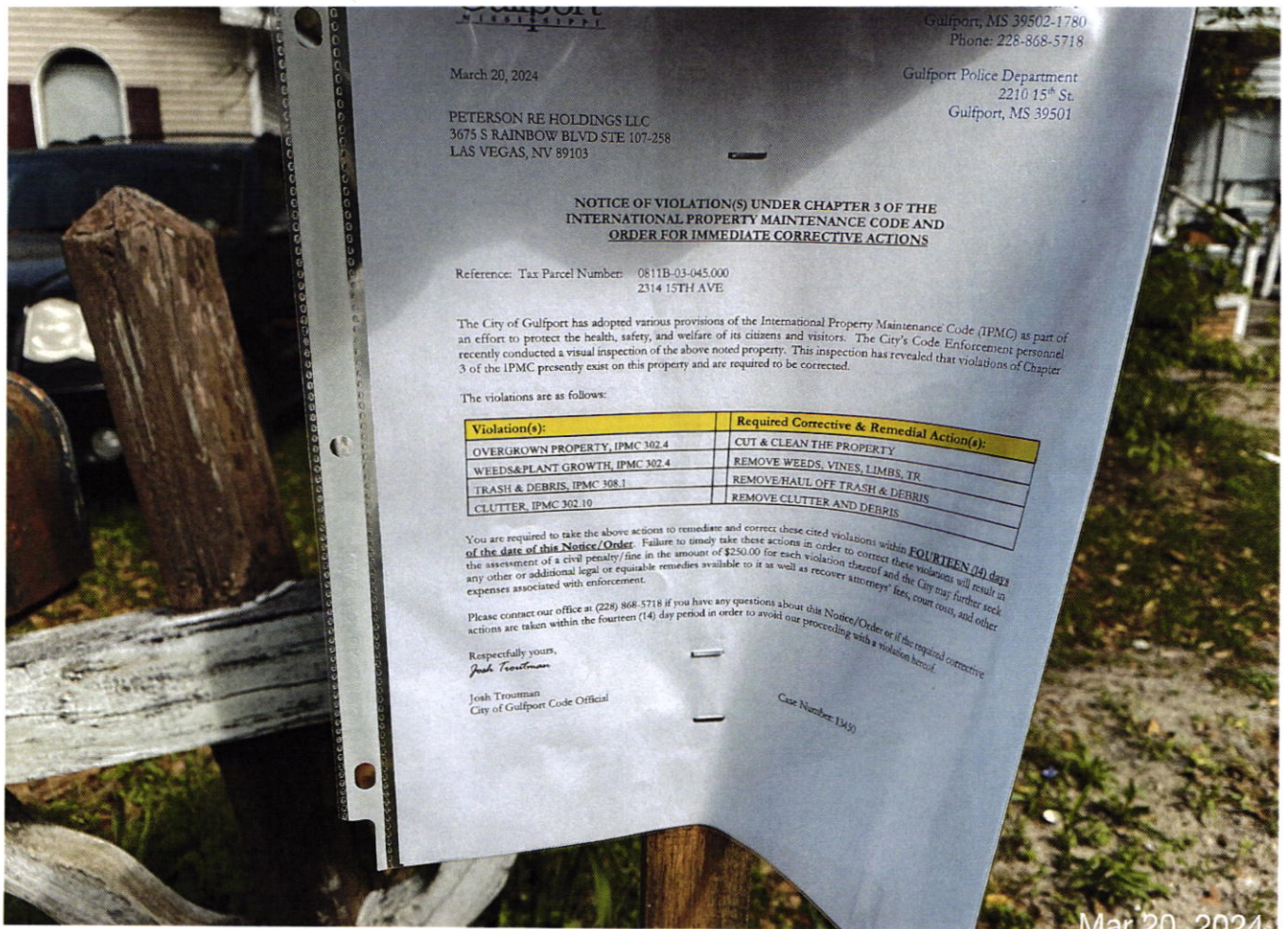
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13450



March 20, 2024

PETERSON RE HOLDINGS LLC
3675 S RAINBOW BLVD STE 107-258
LAS VEGAS, NV 89103

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

Gulfport Police Department
2210 15th St
Gulfport, MS 39501

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

Reference: Tax Parcel Number: 0811B-03-045.000
2314 15TH AVE

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS & PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13430

**CODE ENFORCEMENT DIVISION**

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

March 27, 2024

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

BENEFIELD SYBIL
1222 35TH ST
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0810I-01-069.002
1222 35TH ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS&PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

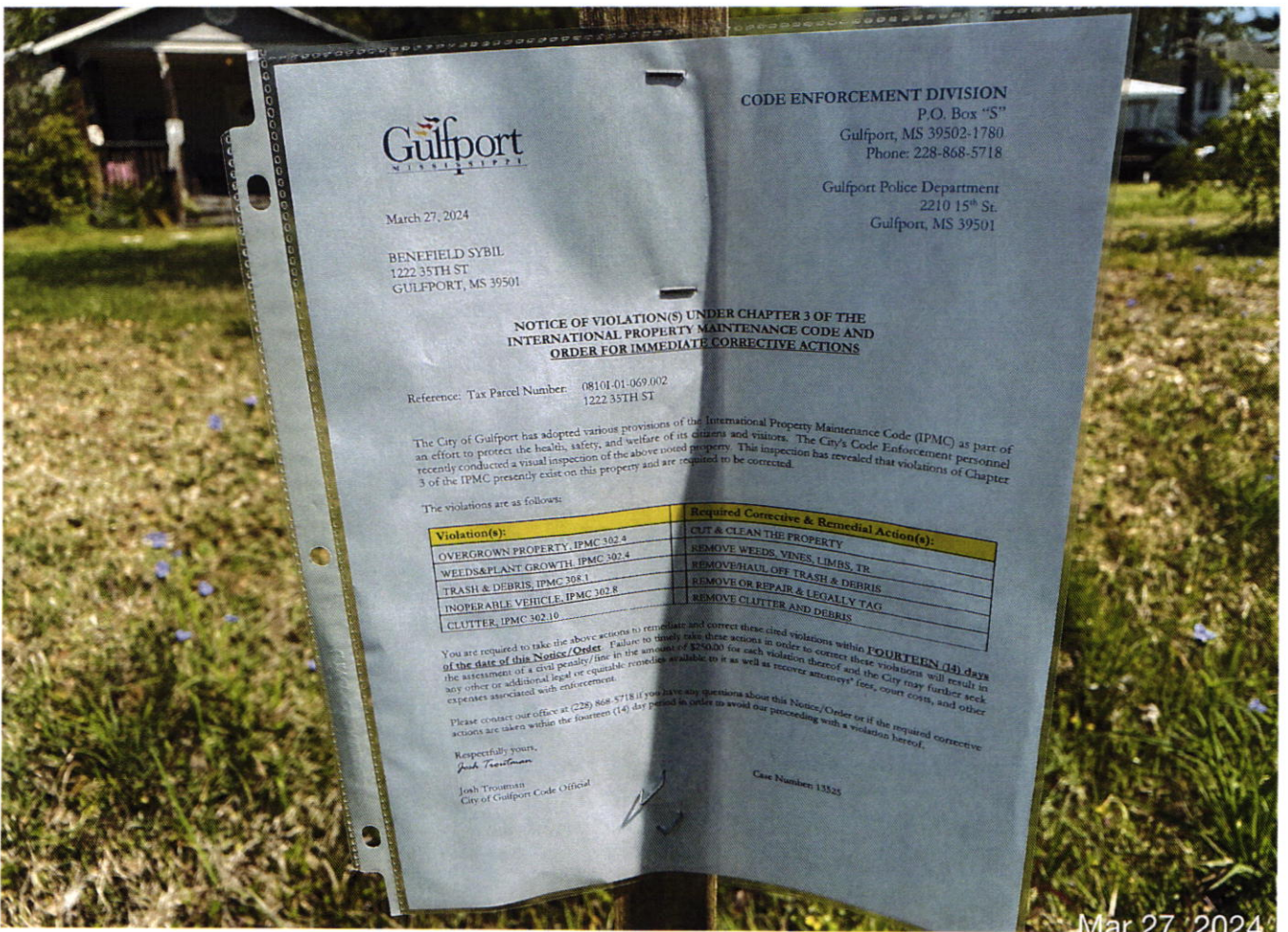
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13525



March 27, 2024

BENEFIELD SYBIL
1222 35TH ST
GULFPORT, MS 39501

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

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

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

Reference: Tax Parcel Number: 08101-01-069.002
1222 35TH ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS & PLANT GROWTH, IPMC 302.4	REMOVE WEEDS, VINES, LIMBS, TR.
TRASH & DEBRIS, IPMC 308.1	REMOVE-HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/ fine in the amount of \$250.00 for each violation thereof and the City may further seek expenses associated with enforcement.

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

Respectfully yours,
Josh Trouman

Josh Trouman
City of Gulfport Code Official

Case Number 13325

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

March 28, 2024

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

LINKER CHRISTINA
2817 5TH AVE
GULFPORT, MS 39501

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

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

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER

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

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

Respectfully yours,

Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13613



CODE ENFORCEMENT DIVISION

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

March 28, 2024

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

LINKER CHRISTINA
2415 DEMARET DR
GULFPORT, MS 39507

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

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

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER

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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13613



Gulfport
MISSISSIPPI

March 28, 2024

LINKER CHRISTINA
2415 DEMARET DR
GULFPORT, MS 39507

VISION
Box "S"
2210 15th St
Gulfport, MS 39501
Phone: 228-868-5718

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

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

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTIL TRAILER

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

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

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 13613

Mar 28 2024



CODE ENFORCEMENT DIVISION

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

March 27, 2024

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

MCHUGH JASON & TERRA
411 S CARIBE PL
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 0910H-01-057.025
411 SOUTH CARIBE PL

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

The violations are as follows:

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

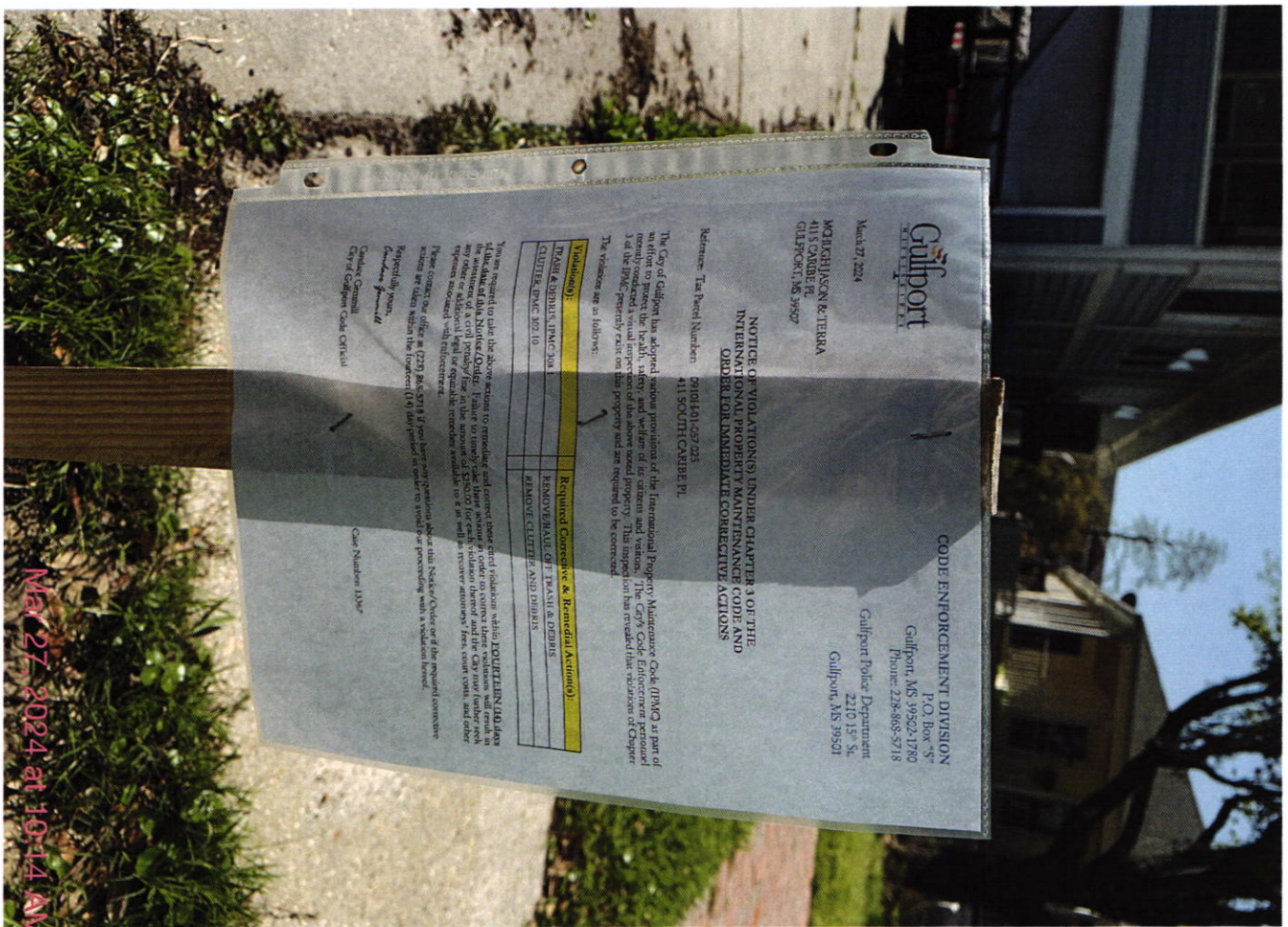
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 13367





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

March 18, 2024

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

A+ ABLE ADMINISTRATION INC
13148 SHELDON ST
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 1007M-01-042.001
13148 SHELDON ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13542

**CODE ENFORCEMENT DIVISION**

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

March 18, 2024

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

A+ ABLE ADMINISTRATION INC
112 BARBARA CIRCLE
OCEAN SPRING, MS 39564

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

Reference: Tax Parcel Number: 1007M-01-042.001
13148 SHELDON ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13542

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 20, 2024

MARK IV REALTY CORPORATION
11387 GOULD RD APT #1
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1008K-03-008.000
11387 GOULD RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13557

**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

MARTIN JACK LAMAR III & JAMIE
748 GWEN DR
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1007L-06-020.000
748 GWEN DR

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3	REMOVE VEHICLE
UNPERMITTED FENCE, IRC R105	CEASE WORK AND OBTAIN PERMIT
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCT
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
UNPERMITTED STRUCTURE SEC VIII	OBTAIN PERMIT OR REMOVE

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13561

**CODE ENFORCEMENT DIVISION**

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

March 20, 2024

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

MARTIN JACK LAMAR III & JAMIE
1766 BEACH BLVD
BILOXI, MS 39531

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

Reference: Tax Parcel Number: 1007L-06-020.000
748 GWEN DR

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
VEH. ON VACANT LOT IPMC 301.3	REMOVE VEHICLE
UNPERMITTED FENCE, IRC R105	CEASE WORK AND OBTAIN PERMIT
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
IMPROPER STORAGE, SEC IV (3)	REMOVE/RELOCATE STORAGE STRUCT
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
UNPERMITTED STRUCTURE SEC VIII	OBTAIN PERMIT OR REMOVE

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13561



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 27, 2024

MARK IV REALTY CORPORATION

11387 GOULD RD APT #1

GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1008K-03-008.000
11387 GOULD RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13603



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 22, 2024

MARK IV REALTY CORPORATION
11387 GOULD RD APT #1
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1008K-03-008.000
11387 GOULD RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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

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

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13577

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 25, 2024

MARK IV REALTY CORPORATION
11387 GOULD RD APT #1
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1008K-03-008.000
11387 GOULD RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective

actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13584

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

April 1, 2024

MARK IV REALTY CORPORATION
11387 GOULD RD APT #1
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 1008K-03-008.000
11387 GOULD RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3	REMOVE/RELOCATE UTL TRAILER
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE REC VEHICLE
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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

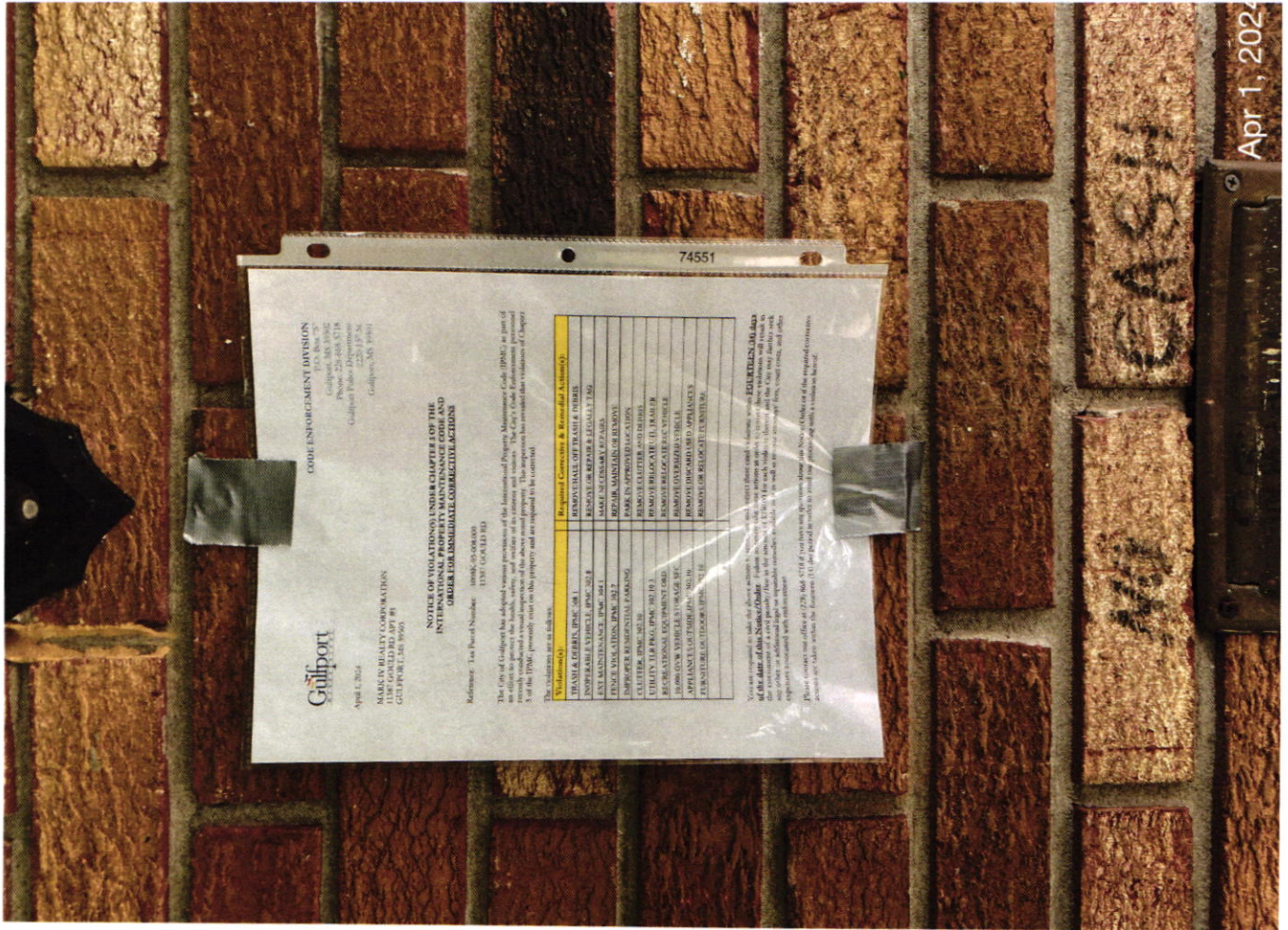
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 13621



Guilford
TOWN OF GUILFORD
115 GUILFORD STREET, SUITE 100
GUILFORD, CT 06430
Phone: 203.688.5718
Fax: 203.688.5719
www.guilford-ct.gov

April 1, 2022
MARK W. REARLY CORPORATION
115 GUILFORD STREET, SUITE 100
GUILFORD, CT 06430

**NOTICE OF VIOLATION UNDER CHAPTER 10 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
LOCAL ORDINANCES**

Reference: Tax Parcel Number: 10006-05-000000
10006-05-000000

The City of Guilford has adopted various provisions of the International Property Maintenance Code (IPMC), as part of its local ordinances, which are enforceable under Chapter 10 of the IPMC, generally set out in the property and are required to be corrected.

The violations are as follows:

Violations	Required Corrective Action
1. EXTERIOR LIGHTING (IPMC 10.1.1)	REPAIR/REPLACE/REMOVE
2. EXTERIOR LIGHTING (IPMC 10.1.2)	REPAIR/REPLACE/REMOVE
3. EXTERIOR LIGHTING (IPMC 10.1.3)	REPAIR/REPLACE/REMOVE
4. EXTERIOR LIGHTING (IPMC 10.1.4)	REPAIR/REPLACE/REMOVE
5. EXTERIOR LIGHTING (IPMC 10.1.5)	REPAIR/REPLACE/REMOVE
6. EXTERIOR LIGHTING (IPMC 10.1.6)	REPAIR/REPLACE/REMOVE
7. EXTERIOR LIGHTING (IPMC 10.1.7)	REPAIR/REPLACE/REMOVE
8. EXTERIOR LIGHTING (IPMC 10.1.8)	REPAIR/REPLACE/REMOVE
9. EXTERIOR LIGHTING (IPMC 10.1.9)	REPAIR/REPLACE/REMOVE
10. EXTERIOR LIGHTING (IPMC 10.1.10)	REPAIR/REPLACE/REMOVE
11. EXTERIOR LIGHTING (IPMC 10.1.11)	REPAIR/REPLACE/REMOVE
12. EXTERIOR LIGHTING (IPMC 10.1.12)	REPAIR/REPLACE/REMOVE
13. EXTERIOR LIGHTING (IPMC 10.1.13)	REPAIR/REPLACE/REMOVE
14. EXTERIOR LIGHTING (IPMC 10.1.14)	REPAIR/REPLACE/REMOVE
15. EXTERIOR LIGHTING (IPMC 10.1.15)	REPAIR/REPLACE/REMOVE
16. EXTERIOR LIGHTING (IPMC 10.1.16)	REPAIR/REPLACE/REMOVE
17. EXTERIOR LIGHTING (IPMC 10.1.17)	REPAIR/REPLACE/REMOVE
18. EXTERIOR LIGHTING (IPMC 10.1.18)	REPAIR/REPLACE/REMOVE
19. EXTERIOR LIGHTING (IPMC 10.1.19)	REPAIR/REPLACE/REMOVE
20. EXTERIOR LIGHTING (IPMC 10.1.20)	REPAIR/REPLACE/REMOVE

You are required to make the above corrections within the time period specified in the table. If you fail to do so, the City of Guilford may take the necessary action to correct the violations, and you will be responsible for the cost of such action. If you fail to do so, the City of Guilford may take the necessary action to correct the violations, and you will be responsible for the cost of such action. If you fail to do so, the City of Guilford may take the necessary action to correct the violations, and you will be responsible for the cost of such action.

Please contact our office at 203.688.5718 for more information. If you have any questions, please contact our office at 203.688.5718 for more information. If you have any questions, please contact our office at 203.688.5718 for more information.





CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

March 20, 2024

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

MOUWAD FRANCIS & ANWAR E HAMARNEH
12035 THREE RIVERS RD
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808H-02-091.000
12035 THREE RIVERS RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE

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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13397



CODE ENFORCEMENT DIVISION

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

March 20, 2024

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

MOUWAD FRANCIS & ANWAR E HAMARNEH
3406 WINDSOR PLACE CT
MOBILE, AL 36695

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

Reference: Tax Parcel Number: 0808H-02-091.000
12035 THREE RIVERS RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE

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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13397



Gulfport
MISSISSIPPI

March 20, 2024

MOU'AD FRANCIS & ANWAR E HAMARNEH
12035 THREE RIVERS RD
GULFPORT, MS 39503

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

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

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

Reference: Tax Parcel Number: 0808H 02-091.000
12035 THREE RIVERS RD

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
10,000 GVW VEHICLE STORAGE SEC	REMOVE OVERSIZED VEHICLE

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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13397

Mar 21, 2024 at 10:29 AM



Mar 20, 2024 at 3:27 PM



Mar 20, 2024 at 3:27 PM



Mar 20, 2024 at 3:27 PM

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 27, 2024

FOREHAND JANICE S
2621 SAMUEL ST
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0908O-02-072.000
2621 SAMUEL ST

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
UNSAFE CONDITION, IPMC 302.1	CORRECT UNSAFE CONDITIONS
UNSANITARY CONDITION, IPMC 302	CORRECT UNSANITARY CONDITION
MAJOR AUTO REPAIR, IPMC 302.8	STOP MAJOR REPAIRS OR DISSEMBL
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
APPLIANCES OUTSIDE, IPMC 302.10	REMOVE/DISCARD USED APPLIANCES

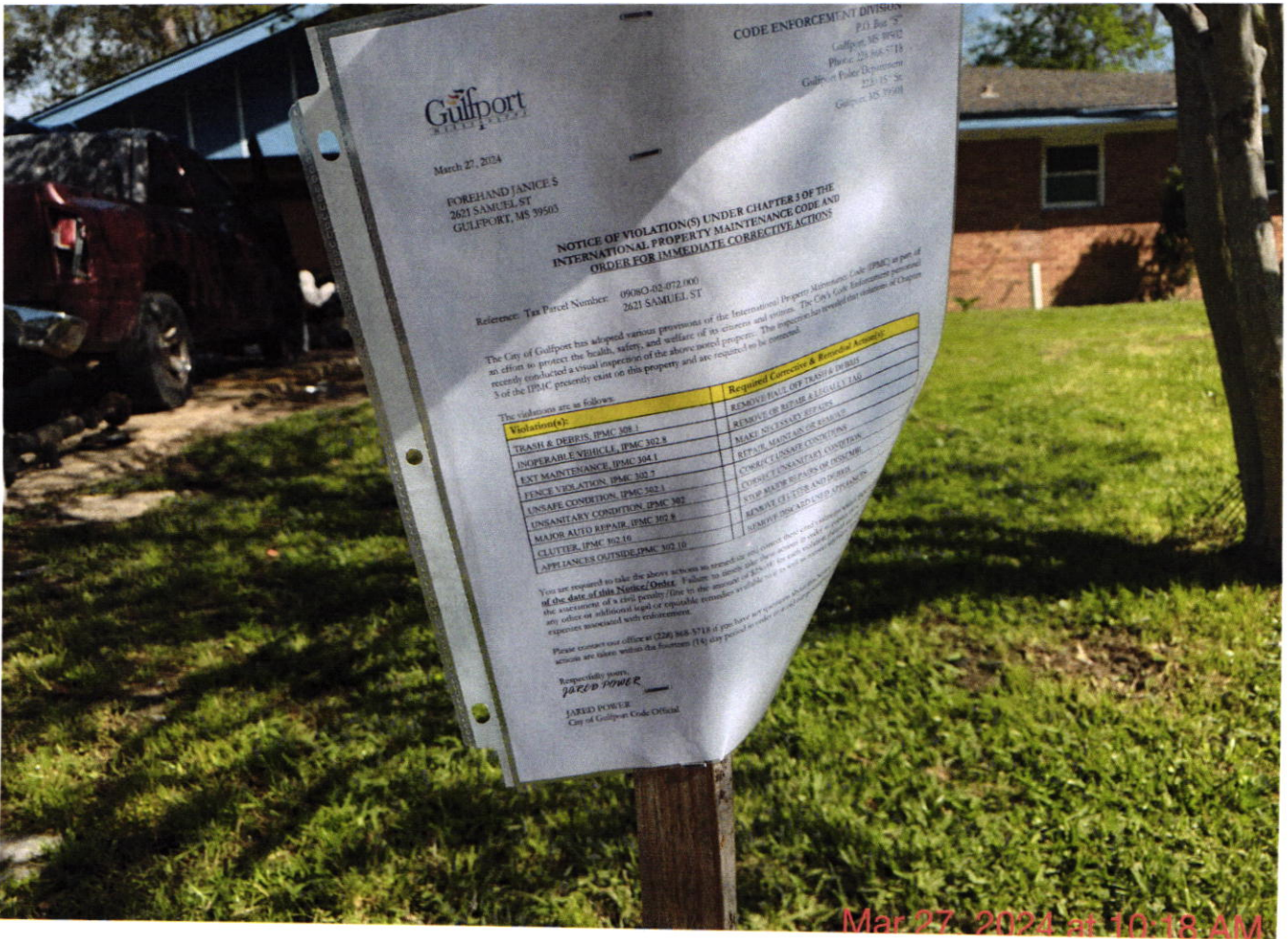
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13605







Mar 27, 2024 at 10:16 AM



Mar 27, 2024 at 10:16 AM







CODE ENFORCEMENT DIVISION

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

March 21, 2024

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

PARKER GILLIAN
326 DIANNE DR
DIBERVILLE, MS 39540

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

Reference: Tax Parcel Number: 0808G-01-010.000
DEIDRA CT

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
VACANT LOT STORAGE, IPMC 301.3	REMOVE OBJECTS

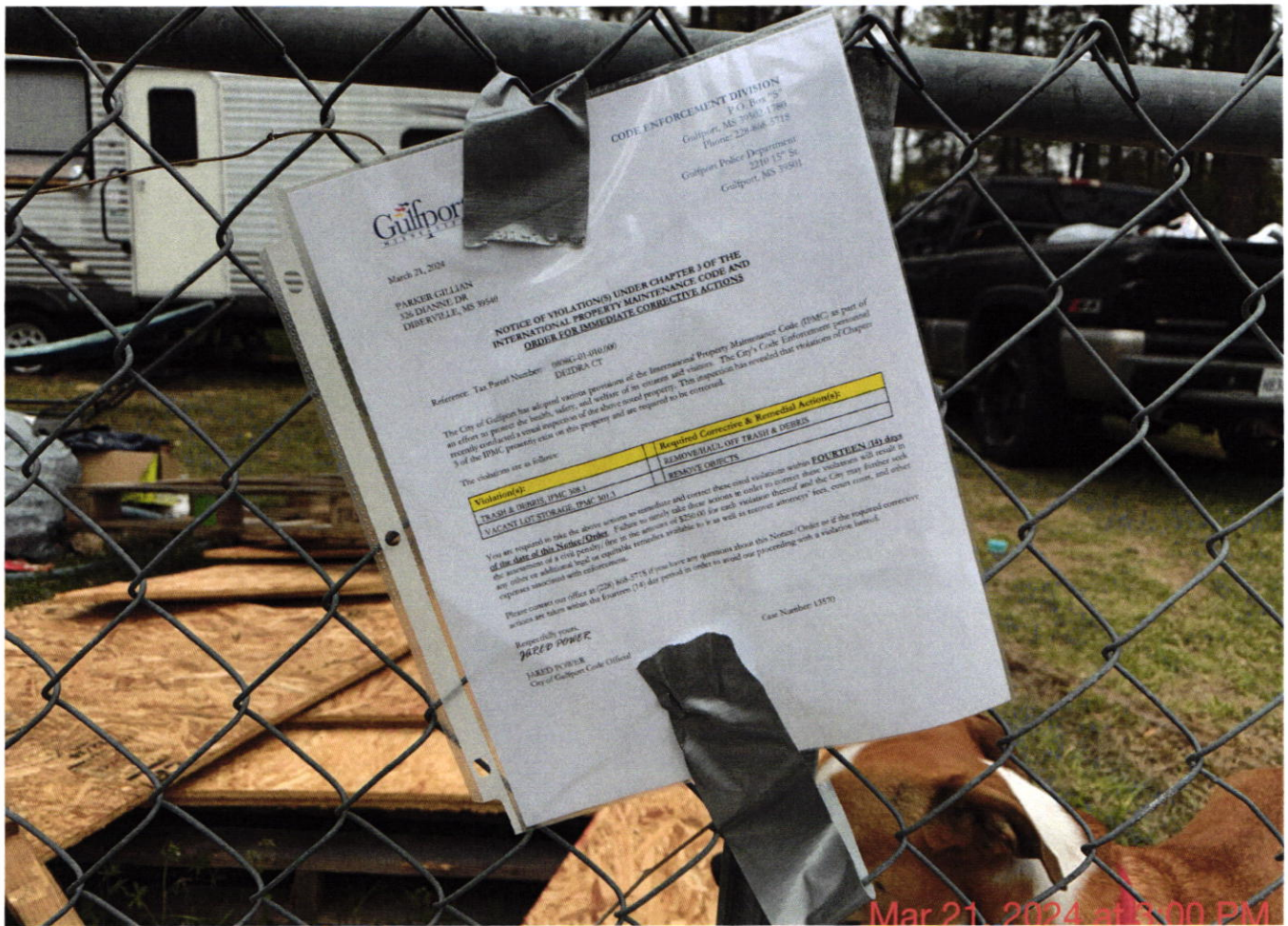
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13570







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 21, 2024

SEMMES BILLIE LYNN GARRETT ETAL
14446 DEIDRA CT
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808G-01-009.000
14446 DEIDRA CT

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE UTL TRAILER
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13571

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15th St.

Gulfport, MS 39501

March 21, 2024

SEMMES BILLIE LYNN GARRETT ETAL
38223 COAST BLVD
SUITE 401
SLIDELL, LA 70458

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

Reference: Tax Parcel Number: 0808G-01-009.000
14446 DEIDRA CT

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

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
FENCE VIOLATION, IPMC 302.7	REPAIR, MAINTAIN OR REMOVE
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
CARPORT CLUTTER, IPMC 302.10.1	REMOVE CLUTTER FROM CARPORT
RECREATIONAL EQUIPMENT ORD.	REMOVE/RELOCATE UTL TRAILER
FURNITURE OUTDOORS, IPMC 302.10	REMOVE OR RELOCATE FURNITURE

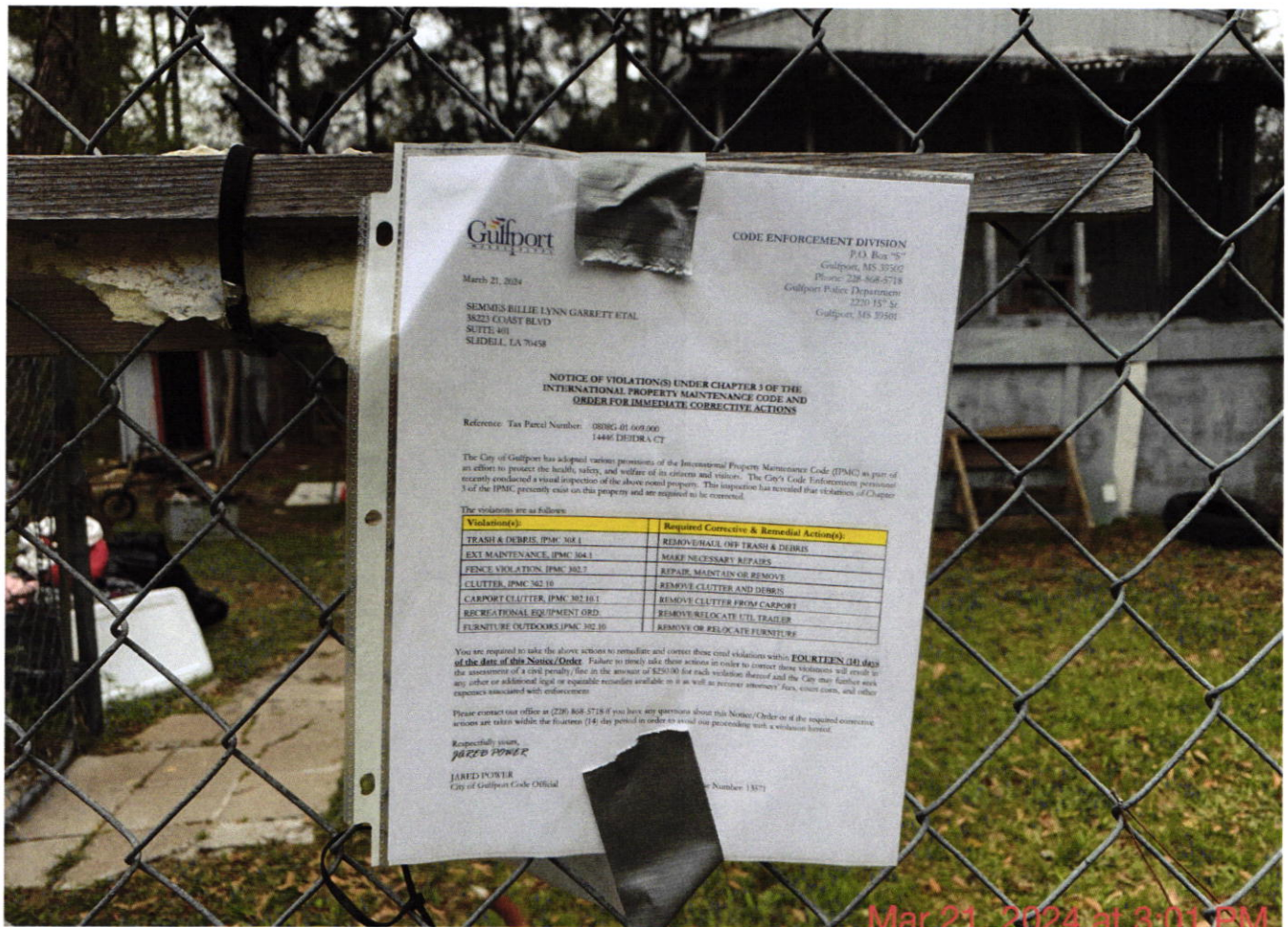
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00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

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

Respectfully yours,
JARED POWER

JARED POWER
City of Gulfport Code Official

Case Number: 13571







Mar 21, 2024 at 10:36 AM



Mar 21, 2024 at 10:36 AM

MEMORANDUM – CITY OF GULFPORT

Date: APRIL 2ND, 2024

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

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

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

WARD 1

Parcel 1: 0711J-01-020.000. E 50 Ft Of Lots 10 To 12 Inc Blk 4 Virginia Hill Place.
Property Located At 4208 13th St. For Violation Of Remove/Haul Off Trash &
Debris, Make Necessary Repairs, Board Up And Secure Openings, Remove And
Haul Off Tree. Ding Timmothy Case: 12288

WARD 2

Parcel 2: 1010L-03-016.000. Lot 105 Sherwood Est. Subd.. Property Located At 1301 Oak
Hill Ave. For Violation Of Remove Or Repair & Legally Tag. Monroe Alonzo III
& Karen Ann Case: 13395

Parcel 3: 1010K-05-027.000. Lots 16 - 20 Inc Blk 2 Abyssinia Subd Sec 31-7-10. Property
Located At 626 Baker St. For Violation Of Remove/Haul Off Trash & Debris,
Remove Or Repair & Legally Tag, Make Necessary Repairs, Park In Approved
Location, Remove Clutter And Debris, Remove/Discard Used Appliances, Remove
Or Relocate Furniture. Hutson Willie Emerson Jr ETAL Case: 13396

Parcel 4: 0910P-05-014.000. Lot 4 Blk 2 Wood Glen Subd Sec 1 75.8 X 182.4 Irr. Property
Located At 19 Woodglen Dr. For Violation Of Remove/Haul Off Trash & Debris,
Remove Clutter And Debris, Remove Or Relocate Furniture. Richardson Jonathan
J Case: 13415

Parcel 5: 0910P-02-032.000. Life Estate 2013-191 Lot 14 Blk 7 Woodglen Subd Sec 4;
Also Beg 697.3 Ft S & 368 Ft W Of Inter Of W Mar Of Teagarden Rd & S Mar Of
White St A/K/A Perry St S 238 Ft W 79 Ft M/L To E Line Of Woodglen Subd Sec
4 N Along Subd 238 Ft E 79 Ft M/L To Pob Part Of Se 1/4 Of Se 1/4 Of Sec 36-7-
11. Property Located At 273 Pinewood Cir. For Violation Of Cut & Clean The
Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris,
Remove Or Repair & Legally Tag, Board Up And Secure Openings, Remove

Clutter And Debris, Remove/Relocate Utl Trailer. Smallwood Alice Joy Reeves
L/E Case: 13433

Parcel 6: 0911D-06-062.000. E 50 Ft Of Lots 19-22 Inc Blk 6 Garys East Side Add. Property Located At 918 25th St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Remove Clutter And Debris. Chaffin Ernie Case: 13497

Parcel 7: 0911D-07-028.000. Lots 1 To 4 Blk 7 Garys East Side Add. Property Located At 909 25th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Remove Clutter And Debris. Johnson Robert P Case: 13498

Parcel 8: 1010K-01-029.000. Lot 1 Blk 20 Anniston Estates Unit #1. Property Located At 904 Augustine Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Kuhn Freddie D & Karen Case: 13552

WARD 3

Parcel 9: 0811B-03-045.000. Lots 21 & 22 Blk 30 Arlington Heights Add. Property Located At 2314 15th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Peterson Re Holdings LLC Case: 13450

Parcel 10: 0810I-01-069.002. Lots 37 & 38 Blk 6 Central Park. Property Located At 1222 35th St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris. Benefield Sybil Case: 13525

Parcel 11: 0910M-03-032.000. Lots 8 - 10 Blk 23 Myrtle Resurvey. Property Located At 2817 5th Ave. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Correct Unsanitary Condition, Remove Clutter And Debris, Remove/Relocate Utl Trailer. Linker Christina Case: 13613

WARD 4

Parcel 12: 0910H-01-057.025. Lot 15 Canal Place Subd Sec 25-7-11. Property Located At 411 South Caribe Pl. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Meyerchick Erik Case: 13367

WARD 5

Parcel 13: 1007M-01-042.001. N 83 Ft Of Lot 7 Blk 6 Rolling Acres Subd Sec 31-6-10. Property Located At 13148 Sheldon St. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris. A+ Able Administration Inc Case: 13542

Parcel 14: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs,

Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13557

- Parcel 15: 1007L-06-020.000. Lots 5 To 8 & 40 To 42 Blk 12 Re-Subd Of Biloxi River Estates Unit 1. Property Located At 748 Gwen Dr. For Violation Of Remove Or Repair & Legally Tag, Remove Vehicle, Cease Work And Obtain Permit, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle, Remove/Relocate Storage Struct, Remove Oversized Vehicle, Obtain Permit Or Remove. Martin Jack Lamar III & Jamie Case: 13561
- Parcel 16: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13577
- Parcel 17: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13584
- Parcel 18: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13603
- Parcel 19: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle. Mark IV Realty Corporation Case: 13621

WARD 6

- Parcel 20: 0808H-02-091.000. 2.8 Ac(C) Beg 250.3 Ft N & 30 Ft W Of Se Cor Of Sec 3 On W Mar Of Three Rivers Rd W 497.6 Ft N 238.2 Ft E 501.6 Ft To Rd Sly Along Rd 242.4 Ft To Pob Part Of Se 1/4 Of Se 1/4 Of Sec 3-7-11. Property Located At 12035 Three Rivers Rd. For Violation Of Make Necessary Repairs, Remove Oversized Vehicle. Mouwad Francis & Anwar E Hamarneh Case: 13397

Parcel 21: 0908O-02-072.000. Lot 219 Pine Hill Subd Part 2. Property Located At 2621 Samuel St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Correct Unsafe Conditions, Correct Unsanitary Condition, Stop Major Repairs Or Dissembl, Remove Clutter And Debris. Forehand Janice S Case: 13605

WARD 7

Parcel 22: 0808G-01-010.000. Lot 69 Briarwood South Subd Replat Sec 3-7-11. Property Located At Deidra Ct. For Violation Of Remove/Haul Off Trash & Debris, Remove Objects. Parker Gillian Case: 13570

Parcel 23: 0808G-01-009.000. Lot 68 Briarwood South Subd Replat Sec 3-7-11. Property Located At 14446 Deidra Ct. For Violation Of Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Remove Clutter And Debris, Remove Clutter From Carport, Remove/Relocate Utl Trailer, Remove Or Relocate Furniture. Semmes Billie Lynn Garrett ETAL Case: 13571

MEMORANDUM – CITY OF GULFPORT

Date: **APRIL 5, 2024**

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

From: **Linda Allen (Department of Urban Development)**

Re: **Privilege License Report – for the month of March 2024 – to be made a part of the minutes.**

The attached report of Privilege Licenses issued by the City of Gulfport for the period of March 1st through March 31st, 2024 to be presented to the City Council on the 15th day of April, 2024 per Mississippi Code § 27-17-501.

DBA	Posted Date	Tender Amount
PRAHAR VEDANT LLC/MOTEL 6	03/27/2024	\$102.24
MAA BHAVANI GP LLC/MOTEL 6	03/27/2024	-\$54.24
COZY COMFORT FLOORS	03/28/2024	\$22.60
FOUR SISTERS LLC	03/28/2024	\$56.50
UNITED RISK AGENCY INC	03/28/2024	\$11.60
THIRD DAY LAWN CARE LLC	03/27/2024	\$11.60
MAA BHAVANI GP LLC/MOTEL 6	03/27/2024	\$54.24
SLEEP INN	03/27/2024	\$40.68
LADNER ROY DRUGS LLC	03/27/2024	\$22.60
DESIGNS N STITCHES	03/26/2024	\$22.60
DISTINT HOME HEALTH CARE	03/26/2024	\$17.40
DELMAN CIRCUS	03/25/2024	\$25.00
GULF STATES CONSTRUCTION LLC	03/22/2024	\$11.60
BLUES STREET	03/22/2024	\$22.60
ALISON CUEVAS LLC	03/21/2024	\$22.60
REDBOX	03/21/2024	\$140.00
HUMAN RESOURCES ONE LLC	03/20/2024	\$20.00
INTERGRITY COMMUNICATIONS & SURVEYS	03/19/2024	\$11.60
GENCO AMUSEMENT CO, INC	03/19/2024	\$207.00
KING HAIR	03/19/2024	\$22.60
REMEDYRX	03/18/2024	\$11.60
JOHN'S SEAFOOD	03/18/2024	\$17.40
KLOUD CITY	03/15/2024	\$11.60
RJ BLANCHARD BENEFIT SERVICES LLC	03/15/2024	\$11.60
CHIQUITA FRESH N A	03/15/2024	\$33.90
MISSISSIPPI SOUND FINANCIAL PLANNING	03/15/2024	\$105.42
COASTAL COMMERCIAL CLEANING	03/14/2024	\$11.60
COAST CUSHION COMPANY	03/14/2024	\$11.60
RENEW COUNSELING & THERAPY SERVICES	03/14/2024	\$11.60
MATT BOWERS HYUNDAI - GULFPORT	03/13/2024	\$680.00
HANDYMAN SOLUTION	03/12/2024	\$22.60
EVOLVE AUTISM SERVICES	03/12/2024	\$11.60
DANNYS FOOD MART	03/12/2024	\$14.50
SPECTACULAR COMMERCIAL CLEANING	03/12/2024	\$17.40
COASTAL ENTERTAINMENT OPERATION	03/08/2024	\$30.00
RICKY'S BARBERSHOP	03/07/2024	\$17.40
COMPTON AND SON APPLIANCE LLC	03/07/2024	\$300.00
THE HOT SPOT BISTRO AND LOUNGE	03/06/2024	\$35.00
UNIQUE WINDOW TINTING	03/06/2024	\$22.80
BJ'S JANITORIAL SERVICE	03/06/2024	\$11.60
49 CORNER	03/06/2024	\$23.20
THE HILLMAN GROUP INC	03/05/2024	\$50.00
LADNER JEANETTE	03/05/2024	\$22.60
GENTLE MAGNOLIA HOME CARE, LLC	03/05/2024	\$11.60

TORTILLERIA MORELOS	03/05/2024	\$25.00
L & L HOMEMAKER & PERSONAL CARE	03/04/2024	\$11.60
LITTLE CAESARS #167	03/04/2024	\$45.20
LITTLE CAESARS #168	03/04/2024	\$45.20
LA SURENA	03/04/2024	\$11.60
D'ENV PROFESSIONAL CONTRACTS SERVICES	03/01/2024	\$22.60
EL TACO LARRY ANTOJITOS LOCOS	03/01/2024	\$13.40
MONTHLY TOTAL AMOUNT:		\$2,462.04

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
PD	Walter Dukes	3/1/2024	3/1/2024	3/1/2024	Dec 17th 2023- shooting /death of Donna Perkins @ Emerald Pines Apt 3318 39th Ave Gulfport MS 39501 , all photos, incident reports, statements	completed- active case 3/1/2024 emailed letter	\$0.00
Court	Ocean Springs PD-1	3/1/2024	3/4/2024	3/4/2024	Any and all records on Matthew James Geis	completed	\$0.00
Court	Ocean Springs PD-2	3/1/2024	3/4/2024	3/4/2024	Any and all records on Nicholas Lance O'Bryant	completed- no records emailed letter 3/4/2024	\$0.00
Court	Ocean Springs PD-3	3/1/2024	3/4/2024	3/4/2024	Any and all records on Matthew Scott Warren	completed- no records emailed letter 3/4/2024	\$0.00
Court	Ocean Springs PD-4	3/1/2024	3/4/2024	3/4/2024	Any and all records on Jimmy Dale Johnson	completed- no records emailed letter 3/4/2024	\$0.00
Court	Ocean Springs PD-5	3/1/2024	3/4/2024	3/4/2024	Any and all records on Davion Henry	completed	\$0.00
PD	Courtney Hyter- MS Child Protection Services-1	3/1/2024	3/4/2024	3/4/2024	For the purpose of resource foster care re-evaluation, need arrest, violations and warrants if found (Tarissa Brown)	completed	\$0.00
PD	Courtney Hyter- MS Child Protection Services-2	3/1/2024	3/4/2024	3/4/2024	For the purpose of resource foster care re-evaluation, need arrest, violations and warrants if found (Miguel Santillan)	completed	\$0.00
PD	Richard Rose-1	3/1/2024	3/11/2024	3/11/2024	Body camera video and audio from GPD Officer Pasley of 8/22/2022 bodycam while on scene, time from 17:11:00 through 17:22:59	completed- no records 3/11/2024 emailed letter	\$0.00

PD	Richard Rose-2	3/1/2024	3/11/2024	3/11/2024	Body camera video and audio from GPD Officer Faith Smith of 12/6/2022 bodycam while on scene at 12238 Rose Point GPT from 16:09:00 until Officer Faith Smith has gotten back in her unit	completed- no records 3/11/2024 emailed letter	\$0.00
PD	Richard Rose-3	3/1/2024	3/11/2024	3/11/2024	Body camera video and audio from GPD Officer Tinchor of 8/22/2022 bodycam while on scene time from 17:12:00 through 17:22:59	completed	\$0.00
PD	Richard Rose-4	3/1/2024	3/11/2024	3/11/2024	All incident report details of 12/6/2022 wherein officers where dispatched Richard Rose was arrested at 12238 Rose Point /River road GPT, wherein Richard Rose was arrested on that date. Officers attending: Officer Kevin Jefferson, Officer Faith Smith and Officer McConnell	completed	\$0.00
PD	Richard Rose-5	3/1/2024	4/1/- reached out to dept		Body camera video and audio from GPD Officer Faith Smith of 12/6/2022 bodycam while on scene at 12238 Rose Point GPT from 16:09:00 until Officer Faith Smith has gotten back in her unit		
PD	Richard Rose-6	3/1/2024	3/1/2024	3/1/2024	Body camera video and audio from GPD Officer Tinchor of 8/22/2022 bodycam while on scene time from 17:12:00 through 17:22:59	completed	\$0.00

UD	Marquerite Kissling	3/1/2024	3/5/204	3/5/2024	Please provide copies of any open/ unresolved zoning, building, or fire code violations. As well as copies of any certificates of occupancy on file at this time for the property at 14145 Deadeux Road (Parcel : 0808P-01-010.000). Please research from 2022 to present. Please do not exceed fees of \$50 without prior approval. Our ref # 17107-6	completed	\$13.12
FD	Marguerite Kissling	3/1/2024	3/5/2024	3/5/2024	Please provide copies of any open/ unresolved zoning, building, or fire code violations. As well as copies of any certificates of occupancy on file at this time for the property at 14145 Deadeux Road (Parcel : 0808P-01-010.000). Please research from 2022 to present. Please do not exceed fees of \$50 without prior approval. Our ref # 17107-6	complete- no records emailed letter 3/5/24	\$0.00
Court	Allison Richardson - MDOC	3/1/2024	3/11/2024	3/11/2024	Receiving stolen property , possession of firearm and possession of controlled substance	completed	\$0.00
	David Mineer	incorrect date and year	3/4/2024	3/4/2024	Requesting copies of all issued building permits from 2/1/2024-2/2	complete- incorrect date and year emailed letter 3/4/2024	
PD	Richard Rose-7	3/2/2024	3/11/2024	3/11/2024	Body camera video and audio from GPD Officer Jamie Thompson taken/recorded on 9/2/2022 with all interaction with victim(s) and witnessed redacted on report at 10264 River road Dr resulting in case number 2022-00093123	completed- no records emailed letter 3/11/2024	\$0.00
PD	Richard Rose-8	3/2/2024	3/11/2024	3/11/2024	Copies of all affidavits signed by anyone on Richard Rose since 1/1/2020	completed	\$0.00

Court	Richard Rose -9	3/2/2024	3/5/2024	3/5/2024	Names of all municipal judges who were sitting as such from 8/1/2022	complete-appears to seek info rather than records 3/5/24 emailed letter	\$0.00
PD	Richard Rose -10	3/2/2024	3/11/2024	3/11/2024	All case detail reports involving any animals cat, dog, fowl, etc., since 1/1/2021 on the following retreat village subdivision streets in GPT: River road, Fisherman's Trail, Sunshine Lane, Sandy Hook	completed	\$0.00
	Mom	No request year listed	3/4/2024	3/4/2024	Records of Jeremy Lee Daniels being interviewed by Gulfport	completed- no request year listed on request 3/4/2024 emailed letter	
Court	Stanley Rogers	3/4/2024	3/5/2024	3/5/2024	Larceny-97-17-64 MS , Jan 4, 2016	complete	\$9.00
	Marckese Daniels	3/4/2024	3/4/2024	3/4/2024	I am trying to start my career and I need a list of properties/houses that are run down/property code violators	completed- too vague 3/4/2024 emailed letter	\$0.00
	Lionel Jackson	3/4/2024	3/4/2024		I am looking to see if there is a open building permit for address 11485 Dedeaux Rd Gulfport, MS 39503	completed- request no signed 3/4/2024 emailed letter	\$0.00
Court	US Probation	3/4/2024	3/4/2024	3/4/2024	Court records, abstracts Re: Alik Ishmael Darby	completed	\$0.00
Court	Karen Stephenson	3/4/2024	3/5/2024	3/5/2024	Any and all information containing citation judgement contempt of court	completed-pending payment	\$20.38
UD	Nathan Houston	3/5/2024	3/5/2024	3/5/2024	Business listing for months of February 2024 Names and phone numbers	completed-research under 5 min no charge	\$0.00

PD	Robert Toale	3/5/2024	3/11/2024	3/11/2024	Unknown case number - Regarding the arrest of Erik Van Wertz, DOB 10/3/1973 arrested on September 16, 2023. I am requesting documentation (citation, police report, etc.) which can help identify his case with Gulfport Municipal Court	completed- active case 3/11/2024 emailed letter	\$0.00
PD	Kanesha Johnson	3/5/2024	3/13/2024	3/13/2024	Body cam video for report # 202400018024	completed	\$0.00
Code Enf	Marckese Daniels	3/5/2024	3/11/2024	3/11/2024	I am trying to start my career and I need a list of properties/houses that are run down/property code violators 2005-2010 I am wanting to receive video footage retrieved by an officer from 4601 Gulf Fresh Seafood on Tennessee Ave in Gulfport MS from a car crash that happened on 2/25/2024".	completed- no records emailed letter 3/11/2024	\$0.00
	Lela Williams	3/6/2024	3/11/2024	3/11/2024		completed- no signature 3/11/2024 emailed letter	\$0.00
	Patricia Gooden	3/6/2024	3/11/2024	3/11/2024		completed-too vague 3/11/24 emailed letter	\$0.00
Court	US Probation	3/6/2024	3/11/2024	3/11/2024	Court records, abstracts Re: Elijah Antonio Porter	completed	\$0.00
	Dominic Juego- Partner & Science	3/6/2024	3/11/2024	3/11/2024	Open building, planning and fire code violations associated with 3318 39 th Avenue Gulfport, MS 39501	completed- no signature 3/11/2024 emailed letter	\$0.00
UD	Douglas Mortensen	3/6/2024	3/15/2024	3/15/2024		complete-no records 3/15/2024 emailed letter	\$0.00
					Certificate of occupancy for 3113 7th ave Gulfport, MS 39501-0910M-01-063.001		

Court	Heather Pittman Court Clerk- Elberta Municipal Court	3/6/2024	3/11/2024	3/11/2024	Benjamin Ryan Temple- 2007 DUI Conviction DOB-2-11-85 A list of all code violations on properties the last 30 days A list of all fire damaged properties from the last 30 days A list of all water shut off properties of last 30 days Electronic copies of any applications, site plans, and documents relating to the installation of new wireless communication tower between January 4, 2024- March 6, 2024. Please exclude all small cell sites as we are only concerned with macro tower sites	completed	\$0.00
Code Enf	Brandon Blakney-1	3/6/2024	3/12/2024	3/12/2024		complete	\$13.12
FD	Brandon Blakney-2	3/6/2024	3/15/2024	3/15/2024		complete- no records 3/15/2024 emailed letter	\$0.00
WB	Brandon Blakney-3	3/6/2024	3/11/2024	3/11/2024		completed- too vague 3/11/2024 emailed letter	\$0.00
UD	Jesus Valdemar- SBA Communications Corp	3/6/2024	3/14/2024	3/14/2024		complete- no records 3/14/2024 emailed letter	\$0.00
PD	Progressive Insurance- Jonathan Phillips	3/6/2024	4/1/2024	4/1/2024	24-00020256- Needing photos or video from police department confirming extent of damages from loss scene, since damages described as minor, but damage is heavy	completed-pending payment	\$0.00
PD	Investigator Clint Lauman- Jefferson Parish DA's Office	3/7/2024	3/11/2024	3/11/2024	Gulfport PD report case # 2023-00049636	completed	\$0.00
	Joyce McCray	3/7/2024	3/5/2024	3/5/2024	Please send copy of the certificate of occupancy for my residence which is 11313 Jessica Drive Gulfport MS 39503	complete- too vague 3/5/2024 emailed letter (had wrong date request)	\$0.00
UD	Joyce McCray	3/7/2024	3/11/2024	3/11/2024		completed-no charge research under 5 min	\$0.00
Court	MS Center for Justice	3/7/2024	3/12/2024	3/12/2024	Case # unknown; misdemeanor- petty theft	completed- no records 3/12/2024 emailed letter	\$0.00

	NICS-1	3/8/2024	3/11/2024	3/11/2024		completed- asked question emailed letter 3/11/2024	
					Please provide a final disposition and the sentencing order. Please provide the statute & subsection for which subject was convicted & date of conviction. Did subject admit to using a controlled substance? Please submit all documentation		
Court	NICS-2	3/8/2024	3/11/2024	3/11/2024	Please provide final disposition and the sentence order. Please provide the statute & subsection for which the subject was convicted. Please provide relationship & physical force element. Please submit all documentation	completed- court can't complete request b/c it has not been adjudicated 3/11/2024 emailed letter	\$0.00
Court	NICS-3	3/8/2024	3/11/2024	3/11/2024	Please provide a final disposition & sentencing order, the statute & subsection of conviction, relationship between sub & evict, bond restrictions., all documents relationship & physical force element. Please submit all documentation	completed- court can't complete request b/c it has not been adjudicated 3/11/2024 emailed letter	\$0.00
Court	NICS-4	3/8/2024	3/11/2024	3/11/2024	Please provide a final disposition & sentencing order, the statute & subsection of conviction, relationship between sub & evict, bond restrictions., all documents relationship & physical force element. Please submit all documentation	complete- no records emailed letter 3/11/24	\$0.00

Court	NICS-5	3/8/2024	3/11/2024	3/11/2024	*Warrant* Please advise is warrant active, if subject is aware of warrant, if subject has fled the state- please provide level of warrant and if there are any bond restrictions	completed- seeks information not records 3/11/2024 emailed letter	\$0.00
Court	LaQuisha Brown	3/8/2024	3/13/2024	3/13/2024	I previously lived in Gulfport where I was a victim of domestic violence. I need proof of prior domestic incidents in order to be granted a protective ordering my current state (Florida). The records that I am seeking are for Louis Moneyham where I (LaQuisha Brown) am the victim	complete	\$22.50
PD	LaQuisha Brown	3/8/2024	3/11/2024	3/11/2024	I previously lived in Gulfport where I was a victim of domestic violence. I need proof of prior domestic incidents in order to be granted a protective ordering my current state (Florida). The records that I am seeking are for Louis Moneyham where I (LaQuisha Brown) am the victim	completed	\$0.00
Court	Mason Bonner	3/8/2024	3/11/2024	3/11/2024	Robert Grant Gregory- Charging complaint- sentencing order	completed	\$0.00
Council	Hannah Shirley-12	3/8/2024	3/25/2024	3/25/2024	Any all agenda, notes & minutes from the Gulfport City of Council executive session held on 3/5/2024 (pursuant to MS Code 25-41-7 (2020) & US 40 CFR 1517.7)	completed-pending payment	

FD	Savannah Harrison	3/8/2024	4/1/- reached out to dept		I am requesting the records from the respect inspection of our suite that was completed by the fire department on February 27, 2024		
	NICS	No date	3/11/2024	3/11/2024	Medical complaint	completed-too vague 3/11/2024 emailed letter	\$0.00
Engineering	Averic Watkins	3/11/2024	4/1/- reached out to dept		Certificate of liability insurance for R Spencer Construction that covers the date 10/20/2023		
PD	Lela Williams	3/11/2024	4/1/- reached out to dept		I am wanting to receive video footage retrieved by an officer from 4601 Gulf Fresh Seafood on Tennessee Ave in Gulfport MS from a car crash that happened on 2/25/2024".		
	NICS	No date	3/11/2024	3/11/2024	Milsap, Leonard Maurice- DOA 6/8/2004 Gulfport PD Simple Assault		
	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC	3/11/2024	3/12/2024	3/12/2024	ALL RECORDS TH033698; TH033697; TH046936; TH046935, 17-09958, DH401352, G1029249, G1006215, 201502497, 201426269, 2691500, 1203542, 2577670, 2490081, 2490080	completed- multiple subject on one form 3/12/2024 emailed letter	\$0.00
	Melissa Evans	3/11/2024	3/12/2024	3/12/2024	2813 54 th Ave, 2819 54 th Ave, 4616 Red Start Dr, 4618 Red S	completed- multiple subject on one form & too vague 3/12/2024 emailed letter	\$0.00
	No Name	3/11/2024	3/12/2024	3/12/2024		completed- no name emailed letter 3/12/2024	\$0.00
					Simple domestic (m)		

Court	Adrienne Bridges- MS Dept of Child Protection Services	3/12/2024	3/12/2024	3/12/2024	Chad Michael Freeman- I am requesting dispositions on the following violations please 1) 6-30-2011 Charge 1 speeding, Charge 2- No motor vehicle inspection 2) 9-1-2011 Speeding in a school zone 3) 5-13-2020 speeding over 10-19 MPH 4) 3-26-2022 Vehicle tag expired	completed	\$0.00
PD	Jason Ruiz- Morris Bart	3/12/2024	3/19/2024	3/19/2024	2024-00031607- Dash and body cam footage from accident scene	completed	\$0.00
Court	Felisha McClendon- MDOC	3/12/2024	3/12/2024	3/12/2024	Nikeion Lelt - Felony possession of a weapon	completed- no records 3/12/2024 emailed letter	\$0.00
PD	Bryce Kieren- Liberty Mutual	3/12/2024	3/12/2024	3/12/2024	Report Number- 2022-00097077- Checking to see if this is still open. If so then: Requesting full police investigation with CAD reports, dashcam, bodycam, photos, witness statements and any other materials for this case	complete- active case letter emailed 3/12/2024	\$0.00
	Vicki Stanton	3/12/2024	3/12/2024	3/12/2024	2024-000-27295	completed- too vague emailed letter 3/12/2024	\$0.00
UD	Melissa Peterson/MSBOC Investigator	3/12/2024	3/15/2024	3/15/2024	Permits/Inspections for 13264 Tiara Dr, Gulfport, MS	completed- state entity no charge	\$0.00
UD	Alex Whitlock	3/12/2024	3/15/2024	3/15/2024	Name and owners name of business at 1013 Pass Road Gulfport, MS	completed- mailed letter 3/15/24	\$0.00
PD	Vicki Stanton	3/12/2024	4/1/2024	4/1/2024	2024-000-27295- I need police report for accident that was on 2/28 on Pass Road in GPT see case # above	completed	\$0.00
WB	Brandon Blakney	3/12/2024	3/13/2024	3/13/2024	Records for lock offs due to non-payment for each property in city of Gulfport in the last 30 days	complete	\$4.37

	Therese Schleiden-1	No date	3/12/2024	3/12/2024	Urban Development/Zoning Department – Seeking Copies of records of open zoning violations and the zoning designation for Red Dot Storage Facility located at 12497 Three Rivers Road, Gulfport, MS 39503- Parcel #0808A-01-001.003	completed- no date emailed letter 3/12/2024	\$0.00
	Therese Schleiden-2	No date	3/12/2024	3/12/2024		completed- no date emailed letter 3/12/2024	\$0.00
	Therese Schleiden-3	No date	3/12/2024	3/12/2024		completed- no date emailed letter 3/12/2024	\$0.00
Court	Adrienne Bridges- MS Dept of Child Protection Services-2	3/12/2024	3/12/2024	3/12/2024	Kala Danielle Robinson- I am requesting disposition on the listed charges please 1) 3/15/2018 speeding over 20-29 MPH	completed	\$0.00

PZ	Therese Schleiden-1	3/12/2024	3/15/2024	3/15/2024	Urban Development/Zoning Department – Seeking Copies of records of open zoning violations and the zoning designation for Red Dot Storage Facility located at 12497 Three Rivers Road, Gulfport, MS 39503- Parcel #0808A-01-001.003	complete-pending payment	\$17.50
UD	Therese Schleiden-2	3/12/2024	3/15/2024	3/15/2024		complete- no records 3/15/2024 emailed letter	\$0.00
FD	Therese Schleiden-3	3/12/2024	3/18/2024	3/18/2024		complete- no records 3/18/2024 emailed letter	\$0.00
Court	Heather Spangler	3/12/2024	3/13/2024	3/13/2024	Case # 12-027172- I request the documents that show all fees and judgement requirements were fulfilled and the case was closed	completed	\$10.25

PD	Q Auto Injury & Medical Malpractice Attorneys	3/12/2024	3/13/2024	3/13/2024	I am requesting a crash report for report no: GP24-3684- Date of Accident : 3/7/2024 People involved : Kimberly Alexandra Toro & Samuel Joseph Grant	complete- no records 3/13/2024 emailed letter	\$0.00
UD	Shannon Ozerden	3/13/2024	3/15/2024	3/15/2024	Any all records relating to the construction performed at the residence located at 2 Birch Cove Gulfport, MS 39503, including a copy of the permit application, building permit, inspection reports, and temporary and permanent certificates of occupancy	completed-DROP BOX LINK	\$35.00
	Metropolitan Reporting Bureau	3/13/2024	3/14/2024	3/14/2024	Rept# Date: 01/16/24 – Location: 167 Bayou Circle	completed- too vague 3/14/2024 emailed letter	\$0.00
Court	Charlie Grissom	3/13/2024	3/13/2024	3/13/2024	Protection Order filed on May 15, 2023	completed- deny seeks records related to domestic abuse protection order 3/14/2024 emailed letter	\$0.00
Court	DeCarlos Willis	3/13/2024	3/13/2024	3/13/2024	Simple domestic (m)	completed	\$0.00
	Eric Hobbs	3/13/2024	3/21/2024	3/21/2024	Other 3/9/24- Erick Bishop 11200 Three Rivers Rd Apt 23 F	completed- too vague 3/21/2024 emailed letter	\$0.00
Court	US Probation	3/13/2024	3/13/2024	3/13/2024	Court records, abstracts RE: Bradlee James Harrison	completed- case still pending non-adjudicated 3/13/2024 emailed letter	\$0.00
UD	EJ Roberts State Farm	3/13/2024	3/15/2024	3/15/2024	Certificate of Occupancy - 14313 Southern Pecan Street Gulfport, MS 39503	complete-research under 5 min no charge	\$0.00
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-1	3/13/2024	3/15/2024	3/15/2024	All records related to citation number TH033698	complete-pending payment	\$10.00
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-2	3/13/2024	3/15/2024	3/15/2024	All records related to citation number TH033697	complete-pending payment	\$10.25

Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-3	3/13/2024	3/15/2024	3/15/2024	All records related to citation number TH046936	complete-pending payment	\$10.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-4	3/13/2024	3/15/2024	3/15/2024	All records related to citation number TH046935	complete-pending payment	\$9.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-5	3/13/2024	3/15/2024	3/15/2024	All records related to the case number 17-09958	complete-pending payment	\$19.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-6	3/13/2024	3/15/2024	3/15/2024	All records related to citation number DH401352	complete-pending payment	\$19.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-7	3/13/2024	3/15/2024	3/15/2024	All records related to citation number G1029249	complete-pending payment	\$19.75
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-8	3/13/2024	3/15/2024	3/15/2024	All records related to citation number G1006215	complete-pending payment	\$11.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-9	3/13/2024	3/15/2024	3/15/2024	All records related to the case number 201502497	complete-pending payment	\$24.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-10	3/13/2024	3/15/2024	3/15/2024	All records related to the case number 201426269	complete-pending payment	\$45.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-11	3/13/2024	3/15/2024	3/15/2024	All records related to citation number 2691500	complete-pending payment	\$24.75
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-12	3/13/2024	3/15/2024	3/15/2024	All records related to citation number 1203542	complete-pending payment	\$22.75
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-13	3/13/2024	3/15/2024	3/15/2024	All records related to citation number 2577670	complete-pending payment	\$19.50
Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-14	3/13/2024	3/15/2024	3/15/2024	All records related to citation number 2490081	complete-pending payment	\$10.00

Court	Natalie Ulmer/Katie Hassell-Hand Arendall Harrison Sale LLC-15	3/13/2024	3/15/2024	3/15/2024	All records related to citation number 2490080	complete-pending payment	\$9.75
	The Claims Center	3/14/2024	3/14/2024	3/14/2024	I am working on behalf on Center Point Energy and would like to obtain a copy of the certificate of liability insurance for the contractor Jay Lee Construction that covers the date 8.18.23. They were working for Mississippi Power when they hit a gas line in or around Canal St. in Gulfport. Does the City of Gulfport keep records of liability insurance for licensing, permitting or registration	completed- asked question emailed letter 3/14/2024	\$0.00
Court	Adrienne Bridges- MS Dept of Child Protection Services	3/14/2024	3/15/2024	3/15/2024	Storme Hannan- I am requesting dispositions on the following violations please - 1) 8/13/2011 No motor vehicle inspection	complete- no records 3/15/2024 emailed letter	\$0.00
Engineering	The Claims Center	3/14/2024			Please provide- Certificate of Liability Insurance for Contractor Jay Lee Construction Date of Loss - 8-18-23		
	Jordyn Omara	3/14/2024	3/14/2024	3/14/2024	Need CO and proof of Code Inspection	completed- too vague no address listed 3/14/2024 emailed letter	\$0.00
UD	Julie Schmidt	3/14/2024	3/15/2024	3/15/2024	Electrical inspection report for 1901 Switzer Rd Lot 6 Gulfport, MS	complete-pending payment	\$8.75
PD	Melinda Parks	3/14/2024	3/18/2024	3/18/2024	Body/dash cam video & any photos from Officer Jason Hughes #9524 for arrest/investigation for Incident Report #2024-00026842	completed-active case letter 3/18/2024 emailed letter	\$0.00
PD	Investigator Nickolas Pennington	3/14/2024	3/18/2024	3/18/2024	Copy of report 2024-00017695- Burglary at the Harrison County Courthouse located at 1801 23rd Ave Gulfport, MS 39501	completed	\$0.00

PD	Richard Rose -1	3/15/2024	4/1/2024	4/1/2024	Copy of Gulfport Police Department guidelines, manual or policy on officer duties of how to investigate misdemeanors	completed- no records 4/1/2024 emailed letter	\$0.00
PD	Richard Rose-2	3/15/2024	4/1/2024	4/1/2024	Copy of Gulfport Police Dept SOP	completed- no records 4/1/2024 emailed letter	\$0.00
PD	Richard Rose-3	3/15/2024	3/20/2024	3/20/2024	Copies of all photographs in the following case; City of Gulfport vs Richard Rose case number 2024-00090224	complete- no records 3/20/24 emailed letter	\$0.00
Court	Richard Rose-3	3/15/2024	3/18/2024	3/18/2024	Copies of all photographs in the following case; City of Gulfport vs Richard Rose case number 2024-00090224	complete	\$19.25
	Earth Justice	3/15/2024	3/15/2024	3/15/2024	See attached letter	completed- did not submit proper request 3/15/24 emailed letter	\$0.00
UD	Accutrend Data	3/15/2024	3/21/2024	3/21/2024	I would like to request a listing of new businesses that filed by your city for the date range of 12/1/2023-2/29/2024. Information including: business name, business address, contact name, business phone number, and the date business was filed (all contact info you're able to provide)	complete- research under 5 min no charge	\$0.00
PD	Richard Rose-4	3/16/2024	3/18/2024	3/18/2024	Copies of all warrants that have been filed on Richard Wayne Rose me, from 1/1/2020 to 3/16/2024, please advise what warrants are still active	completed- no records 3/18/24 emailed records	\$0.00

Court	Richard Rose-4	3/16/2024	3/19/2024	3/19/2024	Copies of all warrants that have been filed on Richard Wayne Rose me, from 1/1/2020 to 3/16/2024, please advise what warrants are still active	completed- no records 3/19/24 emailed records	\$0.00
Court	NICS	3/18/2024	3/18/2024	3/18/2024	General violations (49-7-101 (1)- please provide please provide underlying offense/final dispo	completed-too broad/vague general violation info is not associated with court 3/18/2024 emailed letter	\$0.00
Court	Det Brad Gross- Long Beach Police Dept	3/18/2024	3/18/2024	3/18/2024	Abstract /Waivers in reference to: Gilyn Leon Gilbert + DOB : 12/17/65 SOC ***-**-1057	completed	\$0.00
UD	Roxan DeRosier	3/18/2024	3/26/2024	3/26/2024	Building permits and inspections for windows, shutters and roof from 2005-2015 at the above address. This is requested for our insurance wind mitigation (especially for wind rating for windows)	complete-pending payment	\$8.75
UD	AEI Consultants-Rochelle Owens	3/18/2024	3/26/2024	3/26/2024	Red Dot Storage- 12497 Three Rivers Road, Gulfport, MS (ID: 0808A-01-001.003) 1) Corticates of Occupancy 2) Site plan approvals/development documents 3) variances/special use permits 4) please provide information on any open/outstanding zoning, building and fire code violations on file	complete- -DROP BOX LINK	\$13.12

FD	AEI Consultants-Rochelle Owens	3/18/2024	4/1/- reached out to dept		Red Dot Storage- 12497 Three Rivers Road, Gulfport, MS (ID: 0808A-01-001.003) 1) Certificates of Occupancy 2) Site plan approvals/development documents 3) variances/special use permits 4) please provide information on any open/outstanding zoning, building and fire code violations on file		
Engineering	AEI Consultants-Rochelle Owens	3/18/2024	4/1/- reached out to dept		Red Dot Storage- 12497 Three Rivers Road, Gulfport, MS (ID: 0808A-01-001.003) 1) Certificates of Occupancy 2) Site plan approvals/development documents 3) variances/special use permits 4) please provide information on any open/outstanding zoning, building and fire code violations on file		
UD	Mary Treen	3/18/2024	3/25/2024	3/25/2024	Building permit applications issued residential and commercial over \$20k 2/26/2024 -3/16/2024	complete-pending payment -DROP BOX LINK	\$13.12
PD	Matthew Pennell	3/18/2024	3/19/2024	3/19/2024	On 12/28/23 1337, I called the information line on GPD (228-868-5900). I was transferred to a clerk and then transferred to Det Sergeant Ashley. I want the recording of this phone call. The call lasted for 21 minutes and 1 second	completed- will need subpoena emailed letter 3/19/2024	\$0.00
UD	Sylvia Bradley	3/19/2024	3/26/2024	3/26/2024	Cert of Occupancy- 1136 2nd Street Gulfport, MS	completed- research under 5min no charge	\$0.00

PW	Suzanne Novak-1	3/19/2024	3/28/2024	3/28/2024	Any resilience assessment or assessments created pursuant to the Safe Water Drinking act, 42 USC 300i 2 (a) by the Gulfport Water Department any communications certifying the existence of these assessment(s) to the US Environmental Protection Agency	completed- records are exempt from disclosure 3/28/24 emailed letter	\$0.00
PW	Suzanne Novak-2	3/19/2024	3/28/2024	3/28/2024	Any emergency response plan or plans created pursuant to the Safe Water Drinking Act 42 USC 300i 2 (a) by the Gulfport Water Department	completed- records are exempt from disclosure 3/28/24 emailed letter	\$0.00
PW	Suzanne Novak-3	3/19/2024	3/28/2024	3/28/2024	Documents, records, reports, or any other materials created received by the Gulfport Water Department in connection with the most recent sanitary survey of the Gulfport Water Department, as defined in 40 C.F.R. 141.2	completed- records are exempt from disclosure 3/28/24 emailed letter	\$0.00
UD	David Mineer	3/19/2024	3/25/2024	3/25/2024	Requesting copies of all issued building permits from 2/1/2024-2/29/2024	complete-pending payment -DROP BOX LINK	\$8.75
UD	Bryan Jacob- State Farm Insurance	3/19/2024	3/21/2024	3/21/2024	Certificate of Occupancy 603 Rich Ave Gulfport, MS 39501	completed-research under 5 min no charge	\$0.00
	Sarah Snelgrove	3/19/2024	3/19/2024	3/19/2024	Permit record request- I am looking for a list of building permits in Gulfport, specifically relating to permits issued for new resi	completed- missing text, too vague & not signed 3/19/2024 emailed letter	\$0.00

PD	Melanie Schembre	3/19/2024	3/20/2024	3/20/2024	2022-00087659- Requesting body camera video from the accident	completed- no records 3/20/2024 emailed letter	\$0.00
UD	Sarah Snelgrove	3/19/2024	3/21/2024	3/21/2024	I am looking for a list of building permits in Gulfport, specifically relating to permits issued for new residential swimming pools and spas for all of 2022 and 2023 (1/1/22-12-31-23). I am not looking for physical copies of these permits, just a digital list. I only need to know the issue dates.	complete- no records 3/21/2024 emailed letter	\$0.00
Court	Allison Long- MS Dept of Corrections	3/19/2024	3/21/2024	3/21/2024	Mickel Anthony Stewart- Please send a list of offenses and conviction dates	completed	\$0.00
PD	Brandy Gallman	3/19/2024	4/1/2024	4/1/2024	Police report concerning Brandy Gallman for possession of controlled substance on 7/13/2019	completed-pending payment	\$0.00
PD	Madison DuBois- Morris Bart	3/20/2024	4/1/2024	4/1/2024	2024-00032652- Body cam footage request	completed- pending payment	\$0.00
Court	S/A Beverly Vogel	3/20/2024	3/21/2024	3/21/2024	Nicholas Ladner (W/M DOB 6/20/1991) Request court docs that show disposition of domestic assault case from Oct 2023; court date was last week.	completed	\$0.00
Court	David Hearn- Nevada Gaming Control Board	3/21/2024	3/21/2024	3/21/2024	Any court records pertaining to individuals listed - Martin Farrell 8/23/63 ***-**-0587 and Kristina Olso	completed- multiple subjects on one form 3/21/2024 emailed letter	\$0.00
UD	Donna Machado	3/21/2024	3/21/2024	3/21/2024	2006 IRC Building code Certificate for home located at 13224 Chase Lane Gulfport, MS 39503	complete- does not have year of records seeking 3/21/24 emailed letter	

PD	Ken Aultman- Morris Bart	3/21/2024	3/26/2024	3/26/2024	Any all color photographs taken concerning accident report number 2022-00097077	completed- active case 3/26/24 emailed letter	\$0.00
PD	Richard Rose -5	3/22/2024	3/25/2024	3/25/2024	Copies of all warrants that have been filed against Richard Wayne Rose since 1-1-2020 (it need to fix issues on form)	completed-no records 3/25/24 emailed letter	\$0.00
UD	Hannah Shirley-13	3/22/2024	3/26/2024	3/26/2024	Any and all site and building permit applications for 9506 and 9524 Creosote Road	complete-pending payment	\$17.50
Court	Adrienne Bridges- MS Dept of Child Protection Services	3/22/2024	3/22/2024	3/22/2024	Nicholas Batchel- I am requesting dispositions on the following charges please 1) 4-20-2017 intimidated impeding, obstructing officers or witnesses 2) 8-22-2018 Contempt of court failure to comply 3) 11-29-2016 Charge 1- Uninsured motorist 1st offense Charge 2- No Drivers License	completed	\$0.00
	Hannah Shirley-14	3/22/2024	3/22/2024	3/22/2024	Names of architectural review committee members to include length of service term and appointment year	completed- no signature 3/22/2024 emailed letter	\$0.00
UD	Hannah Shirley -15	3/22/2024	3/26/2024	3/26/2024	Publication affidavit of legal notice for planning commission approval 2304PC037 (published approx. early April 2023)	completed-pending payment	\$8.75

	Hannah Shirley -16	Wrong Date	3/22/2024	3/22/2024	Any and all copies of procedures, guidance, and training materials the proper permit denial appeal procedure. Any all rights, notices, procedure packets, and required material provided to aggrieved parties after building permit is erroneously denied	completed- wrong date and no signature 3/22/24 emailed letter	\$0.00
	MS Dept of Corrections	3/22/2024	3/22/2024	3/22/2024		completed- no signature 3/22/24 emailed letter	\$0.00
					#2024-010093/Abstracts		
PD	Aubrey Bolzenthall	3/22/2024	4/1/2024	4/1/2024	2024-00015189- We are requesting the body camera footage for the case number listed above. Please reference the other records request attached to the email.	completed-pending payment	\$0.00
Court	MS Dept of Corrections-1	3/22/2024	3/22/2024	3/22/2024	#2024-010093/Abstracts	completed	\$0.00
Court	MS Dept of Corrections-2	3/22/2024	3/25/2024	3/25/2024		completed	\$0.00
Court	MS Dept of Corrections-3	3/22/2024	3/25/2024	3/25/2024	#2024-010500/Abstracts	completed	\$0.00
					#2024-010049/Abstracts		
UD	Hannah Shirley-17	3/23/2024	3/26/2024	3/26/2024	Case file for zoning amendment application 1903PCO25 and prepared technical report	complete-pending payment DROP BOX LINK	\$17.50
UD	West White/AEI Consultants	3/23/2024	3/26/2024	3/26/2024	Property address : 12497 Three Rivers Road, Gulfport, MS 39503; Parcel ID #0808A-01-001-003- Permit summary, construction date, list of tenants (historical), permits of environmental concern, oldest and most recent site layout plan, erosion control plans, record violations or complaints registered	complete-pending payment DROP BOX LINK	\$13.12

Engineering	West White/AEI Consultants	3/23/2024	4/1/- reached out to dept		Property address : 12497 Three Rivers Road, Gulfport, MS 39503; Parcel ID #0808A-01-001-003 - Permit summary, construction date, list of tenants (historical), permits of environmental concern, oldest and most recent site layout plan, erosion control plans, record violations or complaints registered		
Court	MDOC	3/25/2024	3/25/2024	3/25/2024	2024-00010700- Court abstract	completed	\$0.00
UD	Angela Fletcher	3/25/2024	3/26/2024	3/26/2024	Certificate of occupancy for address 1510 Woodward Ave Gulfport, MS 39501	completed- no records- no email address listed mailed letter on 3/26/2024	\$0.00
Court	Stephanie Husley- DLSA	3/25/2024	3/27/2024	3/27/2024	Antonio Raemon Robinson- Any and all abstracts	completed	\$0.00
PD	Kanesh Johnson - Morris Bart	3/25/2024	4/1/2024	in progress	Body cam and video for report # 2024-00028028		
UD	Jose Sawtamaria /JHA Properties	3/25/2024	4/1/2024	in progress	Final plat 16 Grand Lido Gulfport, MS 39507		
Court	Mandy Phillips OSPD-1	3/25/2024	3/25/2024	3/25/2024	Any and all records to include dispositions, fines, warrants, traffic citations, or any other court documents naming Hunter Dale Davis. Driver License Number MS 802749068	complete- no records 3/25/24 emailed letter	\$0.00
Court	Mandy Phillips OSPD-2	3/25/2024	3/25/2024	3/25/2024	Any and all records to include dispositions, fines, warrants, traffic citations, or any other court documents naming Brandon Joseph Bock. Driver License Number MS 300712048	complete- no records 3/25/24 emailed letter	\$0.00

Council	Hannah Shirley -18	3/25/2024			Any all agenda, notes & minutes from the Gulfport City of Council executive session held on 3/19/2024 (pursuant to MS Code 25-41-7 & US 40 CFR 1517.7)		
UD	Hannah Shirley -19	3/25/2024	4/1/2024	4/1/2024	Name current architectural review committee members to include length of services, term dates, and appointment year	complete- no records 4/1/24 emailed letter	\$0.00
PD	MDOC-1	3/26/2024	3/26/2024	3/26/2024	2024-037736 - DUI14th Police report	completed	\$0.00
Court	MDOC-2	3/26/2024	3/26/2024	3/26/2024	2023-049845- Bench Warrant	completed	\$0.00
PD	Attorney Andrew Reish	3/26/2024	4/1/2024	in progress	2024-00036194- Body camera footage of the investigating officer to include each party's statement		
PD	Katherine Wilson	3/26/2024	4/1/2024	4/1/2024	2024-00031874- Camera footage inspection of John Ross Rd and Cowan Lorraine Rd- Dash cam footage before and during violation G1096789- 3/9/24	completed- emailed active case letter 4/1/2024	\$0.00
	NICS-1	3/26/2024	3/27/2024	3/27/2024		completed- blank request 3/27/24 emailed letter	\$0.00
	NICS-2	3/26/2024	3/27/2024	3/27/2024		completed- blank request 3/27/24 emailed letter	\$0.00
Court	Darcie Lieb- LASO Kaw Nation Gaming	3/26/2024	3/27/2024	3/27/2024	Background check for applicant to obtain gaming license with Kaw Nation Gaming Commission	completed- court does not complete background checks, too vague etc. 3/27/2024 emailed letter	\$0.00
	Danielle Diaz- Skyline Lien	3/27/2024	3/27/2024	3/27/2024	See attached letter	completed- improper request 3/27/2024 emailed letter	\$0.00

PD	Richard Rose-6	3/27/2024	4/1/- with legal per PD		Copy of Gulfport Police Department General Order in its entirety		
Court	Matthew Becker- US Probation	3/27/2024	3/27/2024	3/27/2024	Please provide abstracts on misdemeanor offenses regarding Kilmer Roberto Yanez-Zabala. He was scheduled for trial on 3/20/24 for DUI-refusal. Please provide status of that case and abstracts for any adjudicated misdemeanor offense	complete- case still pending no adjudicated 3/27/2024 emailed letter	\$0.00
UD	Danielle Diaz- Skyline Lien	3/27/2024	3/28/2024	3/28/2024	Property Address: 2403 17th Ave Unit 1-6 Gulfport, MS 39503 Parcel Number 0811B-04-053.001- Please provide verification and/or documentation regarding any open active or code violations, including case/violation number, a description of the violation as well as the compliance status and confirm if there are any fines, fees, or liens associated. Please also provide verification and/or documentation regarding any open or expired permits associated with this property and confirm the permit number and description of the work	emailed her the invoice from 12/27/23- complete- pending payment	\$8.75
PD	Invest Clint Lauman - Jefferson Parish DA's Office	3/27/2024	3/27/2024	3/27/2024	Gulfport PD report case(# 2021-3616)	completed	\$0.00
UD	Zuri McCree- State Farm	3/27/2024	3/27/2024	3/27/2024	Certificate of Occupancy for Michael Ferguson 13169 Turtle Creek Pwky Gulfport, MS 39503-5538	completed- research under 5min no charge	\$0.00
	David Hearn-1	Wrong Date	3/27/2024	3/27/2024	Any court records pertaining to Edward Martin Farrell, Jr	complete- wrong request date 3/27/24 emailed letter	\$0.00
	David Hearn-2	Wrong Date	3/27/2024	3/27/2024	Any court records pertaining to Kristina Diane Olson	complete- wrong request date 3/27/24 emailed letter	\$0.00
UD	Zuri McCree- State Farm 2	3/27/2024	3/27/2024	3/27/2024	Certificate of occupancy for Dot Janoush 1000 E Beach Blvd Gulfport MS 39501-2247	completed- research under 5min no charge	\$0.00

Court	David Hearn-1	3/27/2024	3/28/2024	3/28/2024	Any court records pertaining to Edward Martin Farrell, Jr	completed- no records 3/28/24 emailed letter	\$0.00
Court	David Hearn-2	3/27/2024	3/28/2024	3/28/2024	Any court records pertaining to Kristina Diane Olson	completed- no records 3/28/24 emailed letter	\$0.00
WB	Blake Jarrell-1	3/27/2024			Water bills for each month of 2023- Account number 750009085, Customer Number 71894		
WB	Blake Jarrell-2	3/27/2024			Water bills for each month of 2023- Account number 750009080, Customer Number 71894		
WB	Blake Jarrell-3	3/27/2024			Water bills for each month of 2023- Account number 750009090, Customer Number 71894		
WB	Blake Jarrell-4	3/27/2024			Water bills for each month of 2023- Account number 750008060, Customer Number 71894		
	Ta McLaurin	3/27/2024	3/28/2024	3/28/2024	Jasmine Sales + Dorothy J. Keeton 7/03/23. All municipal court + Gulfport Police Department Records re: incident at Burger King 2509 25 th Ave, Gpt, MS 39501 records/reports	completed-multiple subjects on one form 3/28/2024 emailed letter	\$0.00
	Ta McLaurin-1	3/28/2024	3/28/2024	3/28/2024	23-59865- DOI- 7-03-2023- All records, reports, photos, re: 7/3/23 incident at Burger King 2509 25 th Ave, Gpt, MS involving Jasmine Sales + Dorothy Keeton	completed-multiple subjects on one form 3/28/2024 emailed letter	\$0.00
PD	Ta McLaurin-2	3/28/2024	3/28/2024	3/28/2024	Jasmine Sales- All Gulfport Police Department records : Jasmine Sales	completed- too vague 3/28/2024 emailed letter	\$0.00

UD	Melvin Hall	3/28/2024	3/28/2024	3/28/2024	Flood elevation certificate 16151 Rio Grande St Gulfport 39501	completed- research 10 min no charge	\$0.00
PD	Brett Bernard	3/28/2024	4/1/2024	in progress	2024-00031202- I am requesting the body cam footage related to the auto accident that occurred on 3/7/24 at 1956 hours on Creosote Rd.		
	NICS	3/30/2024	4/1/2024	4/1/2024	Villela, Andres Gonzales- Case # Unknown	completed- too vague emailed letter 4/1/24	\$0.00
							\$471.73



**PURCHASING
DEPARTMENT**

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

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

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: March 26, 2024

RE: RAM 1500 – Events

The Purchasing Department reviewed the quotes received on the above referenced item and determined Kirk Auto World Inc. to be the lowest and best bid for a total amount of \$39,500.00.

Purchase Order #241682 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Events - Ram 1500
PO #241682

		KIRK AUTO WORLD INC.		CHAMPION		MAC HAIK	
	QTY						
RAM 1500 CLASSIC	1	\$ 39,500.00	\$ 39,500.00	\$ 39,795.25	\$ 39,795.25	\$ 41,510.00	\$ 41,510.00
			\$ -		\$ -		
			\$ -	\$ -	\$ -	\$ -	
Total			\$ 39,500.00		\$ 39,795.25		\$ 41,510.00



**PURCHASING
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William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Jessica Versiga, Purchasing Agent

Date: April 5, 2024

RE: RFQ - Lead Copper Rule Revision

On April 2, 2024, The Purchasing Department received only one (1) proposal for the above referenced project.

Although there were seven plan holders only one submitted a proposal. The evaluation committee evaluated that proposal for their qualifications and the score was averaged at 84%.

The Lead Copper Rule Revision Project is an EPA required project and must be completed by October 16, 2024.

I recommended moving forward into negotiations with Stantec Consulting Services, Inc.

Thank you for your consideration.