



# City of Gulfport, Mississippi

## Agenda City Council

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

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Tuesday, June 4, 2024

1:30 PM

*Gulfport City Hall  
Council Chambers*

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

**Agenda Order Confirmation or adjustment of the agenda order**

**Presentation Agenda**

- Mayor's Report

**Policy Issues**

### **Minutes**

- 1 Approval of Minutes - for May 21, 2024.

### **Code Enforcement / Planning**

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Appeal - of Variance Approval - allowing for a building height of 55 feet and 3 inches where 50 feet is the height limit - Zoned I-1 (Light Industry) - located 2809 34th Avenue - Case # 2403ZB043 - Ward 1.
- 4 Acceptance for Perpetual Maintenance - of Landry Trace Subdivision - Phase I - Water, Sewer and Sewer Lift Station only.
- 5 Acceptance for Perpetual Maintenance - of Southern Breeze Estates Subdivision.

### **Ordinances**

- 6 Ordinance - establishing a Leisure and Recreation District within the corporate boundaries of the City of Gulfport, Mississippi, and designating the geographic areas included within and boundaries of said District, and for related purposes.

- 7 Ordinance - setting fee increases associated with use at the Gulfport Sportsplex and Goldin Sportsplex, and for related purposes.
- 8 Ordinance - providing for the salary of compensation for one (1) "Assistant to City Attorney/Office Manager" position, and for related purposes.
- 9 Ordinance - providing for the salary of compensation for one (1) "Budget Analyst - Public Works" position, and for related purposes.
- 10 Ordinance - providing for the salary of compensation for two (2) "Inspector/Plans Review" positions, and for related purposes.
- 11 Ordinance - providing for the salary of compensation for two (2) "Planner I" positions, and for related purposes.
- 12 Ordinance - providing for the salary of compensation for one (1) "Planner II" position, and for related purposes.
- 13 Ordinance - providing for the salary of compensation for one (1) "Project Manager" position, and for related purposes.

### **Resolutions**

- 14 Resolution - approving Agreement with the University of Southern Mississippi, with respect to Student Internships in the Gulfport Police Department, and for related purposes.
- 15 Resolution - approving Letter Agreement(s) with Mauldin & Jenkins, LLC, for Auditing Services for Fiscal Year End 2023 H2O Innovation Operation & Maintenance, LLC Reports, and for related purposes.
- 16 Resolution - approving Services Agreement with Breezy HR, Inc., for an Applicant Tracking System, and for related purposes.
- 17 Resolution - approving Fifth Amended and Restated Interlocal Agreement in connection with the Motor Vehicle for Hire Authority, and for related purposes.
- 18 Resolution - approving Supplemental Agreement No. 1 to Contract for Professional Services with Volkert, Inc., in connection with the MIMA Paving Project, and for related purposes.
- 19 Resolution - approving the temporary closure of municipal right of way for the Lighthouse Dedication Ceremony, and for related purposes.



- 20 Resolution - declaring Sole Source Vendor and authorizing the purchase of additional LED displays for the Gulfport Harbor Lights Winter Festival from Universal Concepts, and for related purposes.
- 21 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.
- 22 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**

- 23 Budget Amendment #87 - funding Supplemental Agreement No. 1 with Volkert, Inc. for MIMA Paving Project.
- 24 Docket of Claims - to be approved through June 5, 2024.

### **Routine Agenda**

- 25 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 26 Code Enforcement Notice(s) - to be made a part of the minutes.
- 27 Legal Notice - advertisement for bids for City Wide Lift Station Improvements Project.
- 28 Legal Notice - advertisement for bids for Debuys Road Sewer Pump Station Force Main Connection to West Biloxi Wastewater Treatment Plant Unit Price Project.
- 29 Letter - of recommendation from the Fire Chief regarding Application for Certificate of Necessity associated with the City's Ordinance regarding Ambulance Services.
- 30 Ratification - of Oath of Office - to be made a part of the minutes.

## **Public Agenda**

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

## **Council Comments**

## **Memorial Adjournment**

- **Mr. Ronald Albert Jemmott Sr.**

## **Executive Session**

## **Setting of Next Meeting and Adjournment**



# City of Gulfport, Mississippi

## Minutes City Council

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

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Tuesday, May 21, 2024

1:30 PM

*Gulfport City Hall  
Council Chambers*

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

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on May 7, 2024 at 1:30 P.M.

**Present:** CAO Wayne Miller, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Brittany Thomas, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, and Richard Kosloski.

**Absent:** Mayor Billy Hewes and Councilmember Rusty Walker

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

### Agenda Order

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

### Presentation Agenda

- Mayor's Report

### Policy Issues

### Minutes / Appointment(s)

- 1 Approval of Minutes - for May 7, 2024.

**Motion to Approve May 7, 2024 Minutes, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[May 7, 2024 - Minutes Summary](#)

- 2 Ratification - of Appointment(s) to the Architectural Review Committee.

**Motion to Ratify the appointment of Brent French and Johnny Olsen to the Architectural Review Committee, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Architectural Review Committee Appointment - Brent French](#)

[Architectural Review Committee Appointment - Johnny Olsen](#)

### **Code Enforcement / Planning**

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

**Motion to Open the Code Enforcement Hearing, Moved By** Kenneth Casey, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**The following Citizen(s) addressed the Council:**

- **Robin Simon - 2181 Collins Blvd**

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 3 - Signed](#)

- 4 Variance Approval - allowing for a rear yard setback of 50 inches (4.17 feet) and a side yard setback of 53 inches (4.42 feet) - Zoned T4L (General Urban Zone "Limited") - located at 1625 19th Avenue - Case # 2403ZB035 - Ward 2 - with Appeal.

**Motion to Suspend the Rules without objection, Moved By Ron Roland, Seconded by Kenneth Casey**

**Vote:** Motion Carried By The Following Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, R. Lee Flowers, Richard Kosloski

**Nay:** Myles Sharp

**Absent:** Rusty Walker

**The following Citizen(s) addressed the Council:**

- **Jeanne Myles - opposite**

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

### **Ordinances**

- 5 Ordinance - amending Section 9-106(c) of the City of Gulfport, Mississippi's Code of Ordinances, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Ordinance 3393 05212024\\_5 - Signed](#)

- 6 Ordinance - rezoning a tax parcel from B-2 (General Business) to R-2 (Single-family) - located at 5914 28th Street - Case # 2404PC051 - Ward 1.

**Motion to Adopt Ordinance, Moved By Kenneth Casey, Seconded by Richard Kosloski**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Ordinance 3394 05212024\\_6 - Signed](#)

**Resolutions**

- 7 Resolution - approving Amendment No. 1 to Engineering Services Contract with Covington Civil and Environmental, LLC, for the North Gulfport Wastewater Treatment Plant Headworks Project, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_7 - Signed](#)

- 8 Resolution - approving Amendment No. 1 to Engineering Services Contract with Covington Civil & Environmental, LLC, for the North Gulfport Wastewater Treatment Plant Sand Filter Project, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_8 - Signed](#)

- 9 Resolution - approving Amendment No. 1 to Engineering Services Contract with Engineering Xcellence, LLC, for the Mississippi Infrastructure Modernization Act - Paving Infrastructure Project, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_9 - Signed](#)

- 10 Resolution - approving Amendment No. 1 to Engineering Service Contract with Machado Patano, PLLC, for the City Wide Lift Station Rehabilitation Project, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 10 - Signed](#)

- 11 Resolution - approving Amendment No. 1 to Engineering Services Contract with Seymour Engineering, LLC, for the Debuys Road Sewer Pump Station Force Main Connection Treatment Plant Project, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 11 - Signed](#)

- 12 Resolution - approving Amendment to License and Service Agreement with Tyler Technologies, Inc., and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 12 - Signed](#)

- 13 Resolution - approving Business Services Agreement with Sparklight to provide internet service at temporary Fire Station 2, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_13 - Signed](#)

- 14 Resolution - approving Debt Service Reserve Guaranty Agreement in connection with the Gulfport Promenade Project and TIF Bonds associated therewith, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, Richard Kosloski

**Recused:** R. Lee Flowers

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_14 - Signed](#)

- 15 Resolution - approving Quote from Nearmap concerning aerial imagery, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_15 - Signed](#)

- 16 Resolution - approving Registration Services Agreement with the American Registry for Internet Numbers (ARIN), and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_16 - Signed](#)



- 17 Resolution - approving Right-Of-Way Use Agreement with the Mississippi Department of Transportation, in connection with the Interconnecting Gulfport Project - BUILD Grant, and for related purposes.

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

**Vote:** Motion Carried By The Following Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Nay:** Ella Holmes-Hines

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 17 - Signed](#)

- 18 Resolution - approving Award to Business Communications, Inc., for network equipment and services, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 18 - Signed](#)

- 19 Resolution - approving Award to Powell Construction Services, Inc., to provide certain Professional Services in connection with Traffic Control Signals, and for related purposes.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 19 - Signed](#)

- 20 Resolution - approving Order Forms and Terms and Conditions with Uniti Fiber, LLC, to provide internet service at City Hall and the Police Department, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 20 - Signed](#)

- 21 Resolution - approving Services Agreement with NEOGOV for Timekeeping Hardware, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 21 - Signed](#)

- 22 Resolution - approving sign placement, location, size, and type at the Coast Transit Authority Parking Garage, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 22 - Signed](#)

- 23 Resolution - approving a Special Event Tent Permit for the Living Word Ministry Outreach Revival at 8180 Arkansas Avenue, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 23 - Signed](#)

- 24 Resolution - approving Pennsylvania Manufacturers' Association Insurance Company as Reinsurance Carrier, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_24 - Signed](#)

- 25 Resolution - authorizing the City of Gulfport, by and through the Police Department, to accept Budget Modification in connection with the Alcohol and Drug Impaired Driving Grant Number AL-2024-ST-21-41, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_25 - Signed](#)

- 26 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 Extend a Hand Help a Friend Programming, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024\\_26 - Signed](#)

- 27 Resolution - authorizing an expenditure (in the form of an 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 Mississippi Constable Association Event, and for related purposes.

**Motion to Approve, Moved By** Ella Holmes-Hines, **Seconded by** Richard Kosloski

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 27 - Signed](#)

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

- 28 Budget Amendment #70 - increasing line item 286 Capital (CNET) from restitution.

**Motion to Approve Budget Amendment #70, Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-70](#)

[CNET Budget Amendment \(3\)](#)

- 29 Budget Amendment #71 - increasing line item 213 Vehicles from Southern Recycling LLC.

**Motion to Approve Budget Amendment #71, Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-71](#)

[Southern Recycling LLC Budget Amendment](#)

- 30 Budget Amendment #72 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com.

**Motion to Approve Budget Amendment #72, Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-72](#)

[PropertyRoom.com Budget Amendment \(3\)](#)

- 31 Budget Amendment #73 - increasing line item 277 from forfeited funds.

**Motion to Approve Budget Amendment #73, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-73](#)

[Forfeiture Budget Amendment Memo \(2\)](#)

- 32 Budget Amendment #74 - increasing line item 214 Overtime from the FY 2024 Alcohol Grant Budget Modification.

**Motion to Approve Budget Amendment #74, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-74](#)

[FY 2024 Budget Modification Budget Amendment](#)

- 33 Budget Amendment #75 - creating a capital project and appropriating funds for painting the lighthouse in Jones Park. *(no publication needed)*

**Motion to Approve Budget Amendment #75, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-75](#)

[2024 05 17 - Budget Amendment 75 - Jones Park lighthouse](#)

- 34 Budget Amendment #76 - appropriating Tidelands Grant expenditures (budgeted in FY 2023 and not used) for the Bernard Bayou Jones Hill Park Site Improvements.

**Motion to Approve Budget Amendment #76, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-76](#)

[2024 05 17 - Budget Amendment 76 - Handsboro Boat Launch Dredge roll forward](#)

- 35 Budget Amendment #77 - appropriating money (donated in FY 2023) for Bayou View Park Improvements.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-77](#)

[2024 05 17 - Budget Amendment 77 - Bayou View Park project](#)

- 36 Budget Amendment #78 - appropriating funds for security improvements for the Employee Clinic Building.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-78](#)

[2024 05 17 - Budget Amendment 78 - Employee Clinic Security Improvements](#)

- 37 Budget Amendment #79 - appropriating funds for Utility Billing Contractual Services.

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-79](#)

[2024 05 17 - Budget Amendment 79 - Water Billing contractual services](#)

- 38 Budget Amendment #80 - appropriating funds for the Ward 1 Capital Improvement Project .

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-80](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)

- 39 Budget Amendment #81 - appropriating funds for the Ward 2 Capital Improvement Project .

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-81](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)

- 40 Budget Amendment #82 - appropriating funds for the Ward 3 Capital Improvement Project .

**Motion to Approve Budget Amendment #82, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-82](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)

- 41 Budget Amendment #83 - appropriating funds for the Ward 4 Capital Improvement Project .

**Motion to Approve Budget Amendment #83, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-83](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)

- 42 Budget Amendment #84 - appropriating funds for the Ward 5 Capital Improvement Project .

**Motion to Approve Budget Amendment #84, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-84](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)



- 43 Budget Amendment #85 - appropriating funds for the Ward 6 Capital Improvement Project.

**Motion to Approve Budget Amendment #85, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-85](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)

- 44 Budget Amendment #86 - appropriating funds for the Ward 7 Capital Improvement Project.

**Motion to Approve Budget Amendment #86, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Attachment(s):**

[Budget Amendment 2024-86](#)

[2024 05 17 - Budget Amendment 80 to 86 - Ward 1 through Ward 7 Capital Improvement Projects](#)

- 45 Docket of Claims - to be approved through May 22, 2024.

**Motion to Approve Docket of Claims, in the amount of \$3,575,352.88, Moved By** R. Lee Flowers, **Seconded by** Kenneth Casey

**Vote:** Motion Carried By The Following Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Nay:** Ella Holmes-Hines

**Absent:** Rusty Walker

**Attachment(s):**

[Resolution 05212024 45 - Signed](#)

## Routine Agenda

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

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

**Attachment(s):**

[MOU between GPT and GPT SCHOOL DISTRICT - Executed 5 7 2024](#)

[Neel Schaffer Interconnecting BUILD Grant Project 05072024 \\_18 - Executed](#)

[JH Wright Term Contract K 04162024 14 - Executed](#)

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

**Attachment(s):**

[Chapter 3 Memorandum](#)

[Chapter 3 Notifications](#)

- 48 Letter - regarding bid awarded by Purchasing to Celebrity Structure, LLC for a temporary carport for Fire Station 2 Truck(s) - Fire Department - to be made a part of the minutes.

**Attachment(s):**

[Carport](#)

- 49 Letter - regarding the bid awarded by Purchasing to Danco Buildings for a portable storage building for Fire Station 2 - Fire Department - to be made a part of the minutes.

**Attachment(s):**

[Garage - Fire Station](#)

- 50 Letter - regarding bid awarded by Purchasing to Glass Solutions Inc. for entry glass doors at Jones Building - Building Maintenance - to be made a part of the minutes.

**Attachment(s):**

[Entry Glass Doors at Jones Building - Glass Solutions - Building Maint.](#)

- 51 Letter - regarding bid awarded by Purchasing to Southland Heating & Air for A/C Replacement at Jones Building - Building Maintenance - to be made a part of the minutes.

**Attachment(s):**

[A C Replacement at Jones Building - Southland - Building Maint](#)

- 52 Privilege License Report - for the month of April 2024 - to be made a part of the minutes.

**Attachment(s):**

[Privilege License Report - April 2024](#)

- 53 Public Records Request - for the month of April 2024 - to be made a part of the minutes.

**Attachment(s):**

[Public Records Request - April 2024](#)

- 54 Request - permission to purchase additional equipment for the GoPhoto System - Gulfport Harbor Lights Winter Festival.

**Attachment(s):**

[GoPhoto Memo](#)

## **Public Agenda**

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council

- Pamela Footman - 820 East Railroad Street
- Nancy Evans - 4619 Arkansas Avenue
- Lenn Wyche - 3525 Nunnally Street
- Sandra Wyche - 3525 Nunnally Street

This Concluded the Public Agenda.

## **Council Comments**

## **Memorial Adjournment**

- [Mr. George Manemann](#)
- [Mr. Dean Peters](#)
- [Mr. Harold Thomas Daniels](#)
- [Mr. James Dail Parker](#)
- [Mr. Marvin Hardy "Bean" Malley](#)
- [Mr. Stephen Anthony Lyons](#)
- [Mrs. Bettie Ruth Sanders](#)

## **Executive Session**

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

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Ella Holmes-Hines, Rusty Walker

**The Council entered Closed Session at 3:07 P.M. In attendance: Kenneth Casey, Ron Roland, Myles Sharp, R.Lee Flowers, Richard Kosloski, CAO Wayne Miller, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.**

**Motion to Exit Closed Session at 3:12 P.M., Moved By Ron Roland, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Ella Holmes-Hines, Rusty Walker

**No official action was taken during Closed Session.**

**Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 3:13 P.M. for (1) strategy session with respect to prospective litigation arising out of an incident involving a vehicle being operated by Trent Garrison that resulted in damage to a City vehicle (incident occurred on November 10, 2023); (2) strategy session with respect to prospective litigation arising out of an incident involving a vehicle operated by Anthony Terrell Sims and owned by Asphalt Transport, Inc. that resulted in damage to a City vehicle (incident occurred on September 12, 2023); (3) strategy session with respect to prospective litigation arising out of an incident involving a vehicle being operated by Tammy Bounds (owned by Linda Bonilla) that resulted in damage to a City vehicle (incident occurred on October 18, 2023); (4) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with Barry Tyler; (5) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with Clay Garrett; (6) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with James McGee; (7) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with William Robert; (8) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with Jonathon Pace; (9) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with Jerry Montgomery; (10) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with John Fryer; (11) strategy session with respect to prospective litigation arising out of a harbor slip lease/use agreement with James DeLoach; and (12) discussion of personnel matter relating to job performance of employee in specific position within the Legal Department., Moved By R. Lee Flowers, Seconded by Richard Kosloski**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Ella Holmes-Hines, Rusty Walker

**The Council entered Executive Session at 3:13 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 3:14 P.M.), Myles Sharp, R. Lee Flowers, Richard Kosloski, CAO Wayne, General Counsel Hugh Keating, City Attorney Jeff Bruni, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.**

**Motion to Exit Executive Session at 3:17 P.M., Moved By Ron Roland, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**No official action was taken during Executive Session.**

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

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of Barry Tyler, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of Clay Garrett, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of James McGee, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of William Robert, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of Jonathon Pace, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of Jerry Montgomery, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of John Fryer, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's office be authorized to take whatever steps may be required to take and pursue any and all actions necessary, including the submission of claims and the filing of any lawsuits and all actions related thereto, and to authorize the expenditure of monies to go towards the payment of any costs or expenses incurred related to such actions, including court costs and fees and any other expenses, arising out of the rental/lease of a boat slip in the Bert Jones Yacht Basin by or on behalf of James DeLoach, to include, but not be limited to, the pursuit or recovery of monies owed to the City and any and all other expenses and fees as well as relief on the City's behalf in connection with the same., Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's Office be authorized to accept the sum of \$1,749.82 from First Acceptance Insurance Company in settlement of the City's property damage arising out of an automobile accident that occurred on November 10, 2023, when a vehicle owned by this company's insured, Trent Garrison, collided with a Gulfport Police Department vehicle belonging to the City of Gulfport, causing damages, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases, judgments of dismissal, and settlement agreements., Moved By R. Lee Flowers, Seconded by Ron Roland**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's Office be authorized to accept the sum of \$15,020.59 from Liberty Mutual Insurance Company in settlement of the City's property damage arising out of an automobile accident that occurred on October 18, 2023, when a vehicle owned by this company's insured, Linda Bonilla, while being driven by Tammy Bounds, collided with a Gulfport Police Department vehicle belonging to the City of Gulfport, causing damages, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases, judgments of dismissal, and settlement agreements., Moved By R. Lee Flowers, Seconded by Ron Roland**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

**Move that the City Attorney's Office be authorized to accept the sum of \$19,926.00 from Sedgwick Insurance Company in settlement of the City's property damage arising out of an automobile accident that occurred on September 12, 2023, when a vehicle owned by this company's insured, Asphalt Transport, Inc./Third Coast Insurance , while being driven by Anthony Terrell Sims, collided with a Gulfport Police Department vehicle belonging to the City of Gulfport, causing damages, and that the Mayor and City Attorney's office be authorized to execute any and all documents necessary to effectuate this settlement on behalf of the City, including, without limitation, any releases, promissory notes, judgments of dismissal, and settlement agreements., Moved By R. Lee Flowers, Seconded by Ron Roland**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker



## **Setting of Next Meeting and Adjournment**

**There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. George Manemann, Mr. Dean Peters, Mr. Harold Thomas Daniels, Mr. James Dail Parker, Mr. Marvin Hardy “Bean” Malley, Mr. Stephen Anthony Lyons, and Mrs. Bettie Ruth Sanders until June 4, 2024 at 1:30 P.M. for a Regular Meeting, Moved By R. Lee Flowers, Seconded by Kenneth Casey**

**Vote:** Motion Carried By Unanimous Roll Call Vote

**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R. Lee Flowers, Richard Kosloski

**Absent:** Rusty Walker

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**City Clerk**

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**Mayor**

## TABLE OF CONTENTS

### WARD 1

| PARCEL           | LOCATION       | OWNER            |
|------------------|----------------|------------------|
| 0711K-04-046.000 | 1520 DIXIE AVE | ST CLAIR SHANIEL |
| 0710M-01-044.000 | 3012 57TH AVE  | HGM HOLDINGS LLC |
| 0811L-04-054.000 | 3320 14TH ST   | FAYARD GERALD T  |
| 0710P-03-006.000 | 2909 39TH AVE  | DAVIS MALCOLM    |

### WARD 2

| PARCEL           | LOCATION     | OWNER                       |
|------------------|--------------|-----------------------------|
| 0911D-06-016.000 | 2601 5TH AVE | LAKEVIEW LOAN SERVICING LLC |
| 0811A-06-048.000 | 1233 23RD ST | STATE OF MISS 8/26/2013     |

### WARD 3

| PARCEL           | LOCATION       | OWNER                    |
|------------------|----------------|--------------------------|
| 0811H-01-050.000 | 1215 22ND ST   | RUDDER DUSTIN            |
| 0910M-03-014.000 | 2801 GULF AVE  | MOEINI MOHAMMAD -ESTATE- |
| 0910M-03-013.000 | 2811 GULF AVE  | MOEINI MOHAMMAD -ESTATE- |
| 0910M-02-090.000 | 705 GEORGIA ST | BUESO ELGAR & JANET      |
| 0810N-04-022.001 | 2915 23RD AVE  | HALFKENNY LINDA -ESTATE- |

### WARD 6

| PARCEL           | LOCATION            | OWNER                    |
|------------------|---------------------|--------------------------|
| 0908O-03-035.000 | 2537 WEST DAVID DR  | MOEINI MOHAMMAD -ESTATE- |
| 0908E-01-019.000 | 106 RUNNING DEER DR | THOMPSON JAMES F         |
| 0808H-02-061.000 | 122 CARSON DR       | 122 CARSON DRIVE TRUST   |

### WARD 7

| PARCEL           | LOCATION        | OWNER           |
|------------------|-----------------|-----------------|
| 0808B-02-027.000 | 14447 RHONDA CT | BOINEAU MELISSA |

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 10, 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:   |
|-------------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1    | REMOVE/HAUL OFF TRASH & DEBRIS |
| UNSAFE STRUCTURE, MS 21-19-11 | BRING BLDG UP TO CODE OR DEMO  |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Tyler Wales*

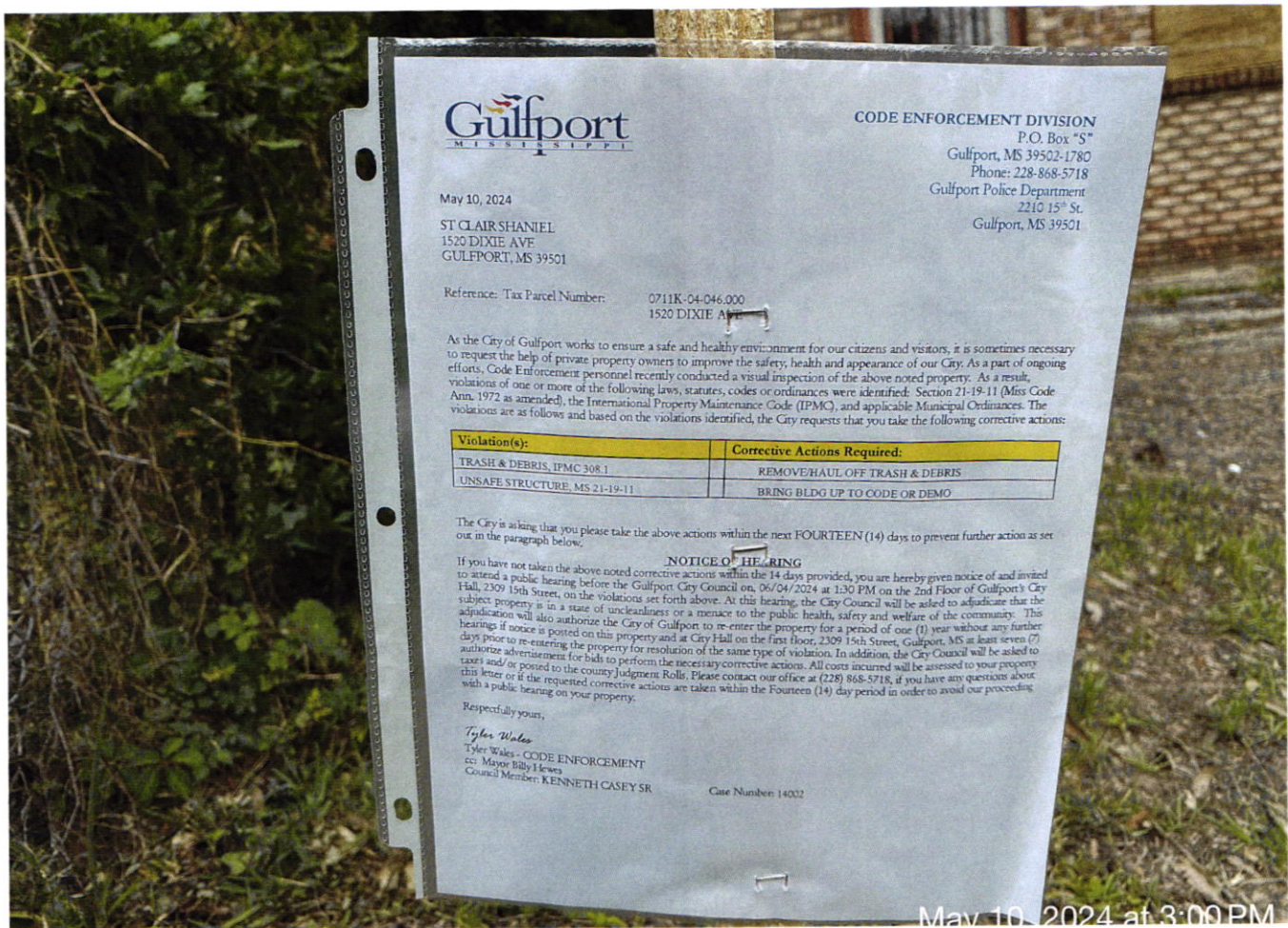
Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 14002







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 14, 2024

HGM HOLDINGS LLC  
3012 57<sup>TH</sup> AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710M-01-044.000  
3012 57<sup>TH</sup> 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 |
| 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**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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: 14017

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 14, 2024

HGM HOLDINGS LLC  
575 E LOCUST AVE STE 102  
FRESNO, CA 93720

Reference: Tax Parcel Number: 0710M-01-044.000  
3012 57TH 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 |
| 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*

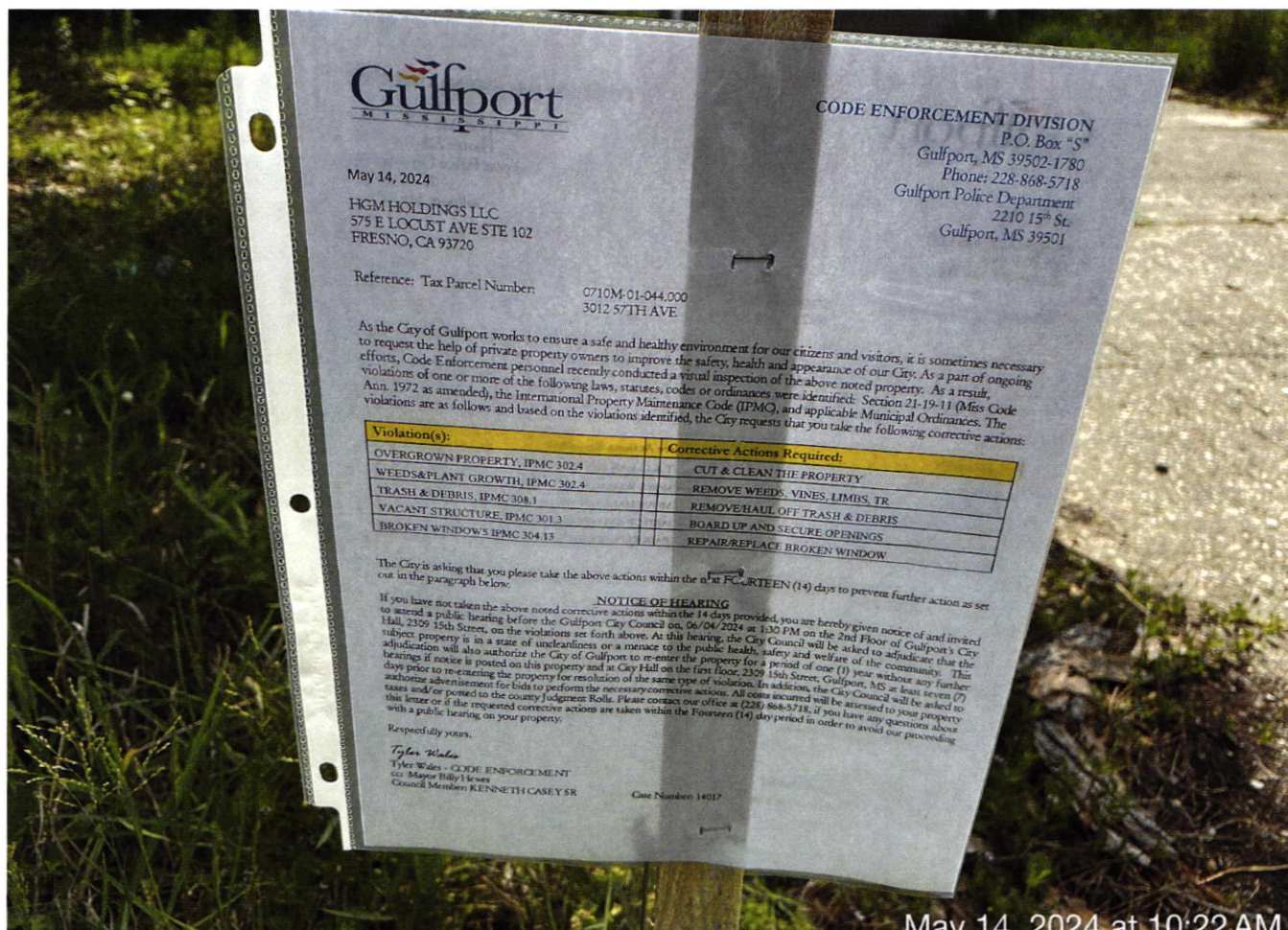
Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 14017









May 14, 2024 at 10:22 AM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 14, 2024

FAYARD GERALD T

3320 14TH ST

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-054.000  
3320 14TH 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 |
| INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG |
| UNSAFE STRUCTURE, MS 21-19-11  | BRING BLDG UP TO CODE OR DEMO  |
| CLUTTER, IPMC 302.10           | REMOVE CLUTTER AND DEBRIS      |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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*

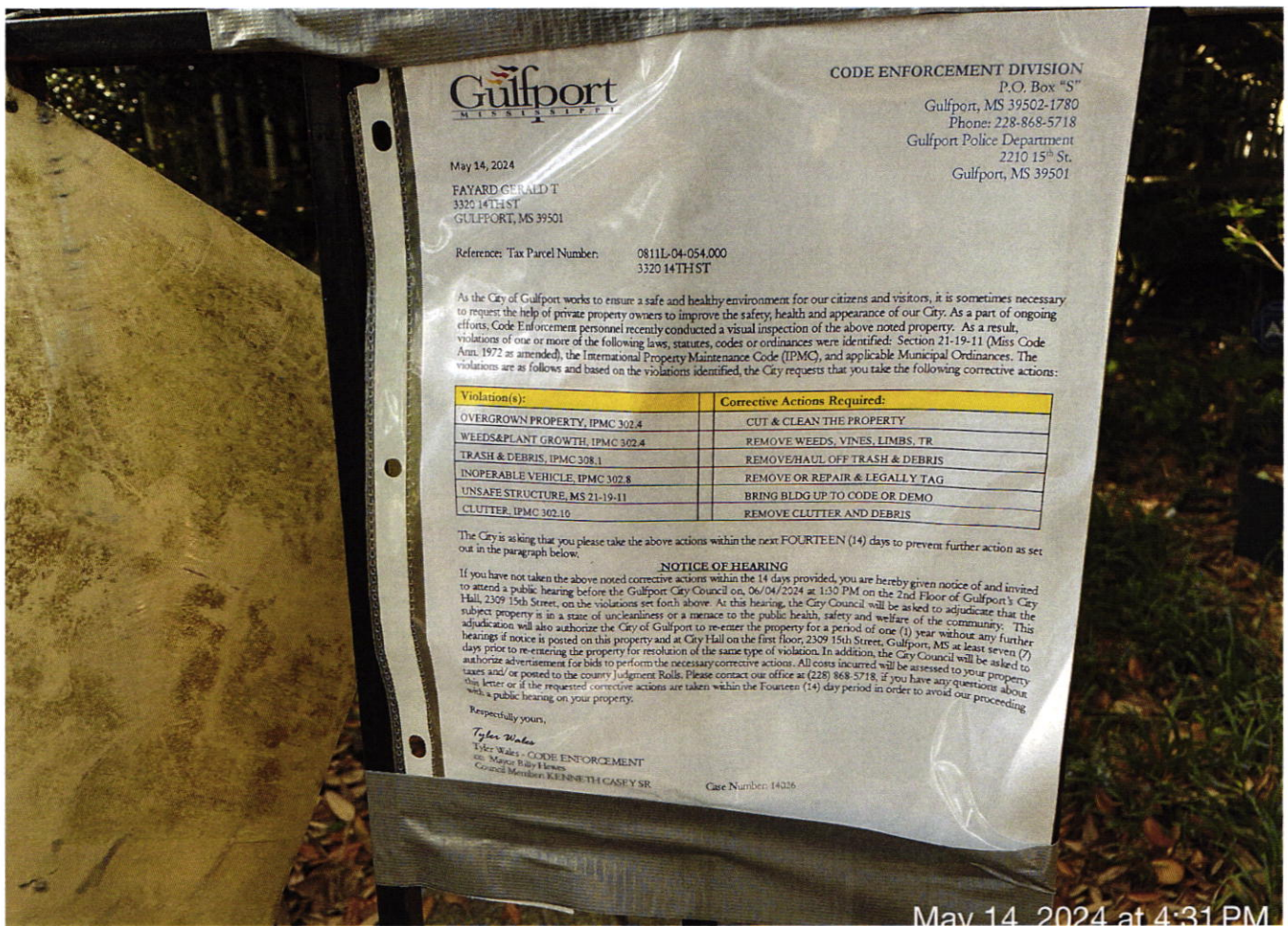
Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 14026



















**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 20, 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 |
| EXT MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS         |
|                                |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Travis Johnson*

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 14045













**CODE ENFORCEMENT DIVISION**

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

May 20, 2024

LAKEVIEW LOAN SERVICING LLC  
2601 5<sup>TH</sup> AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0911D-06-016.000  
2601 5TH 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 |
|                                |                                |

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: RON ROLAND

Case Number: 13930



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

LAKEVIEW LOAN SERVICING LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

Reference: Tax Parcel Number: 0911D-06-016.000  
2601 5TH 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 |

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*

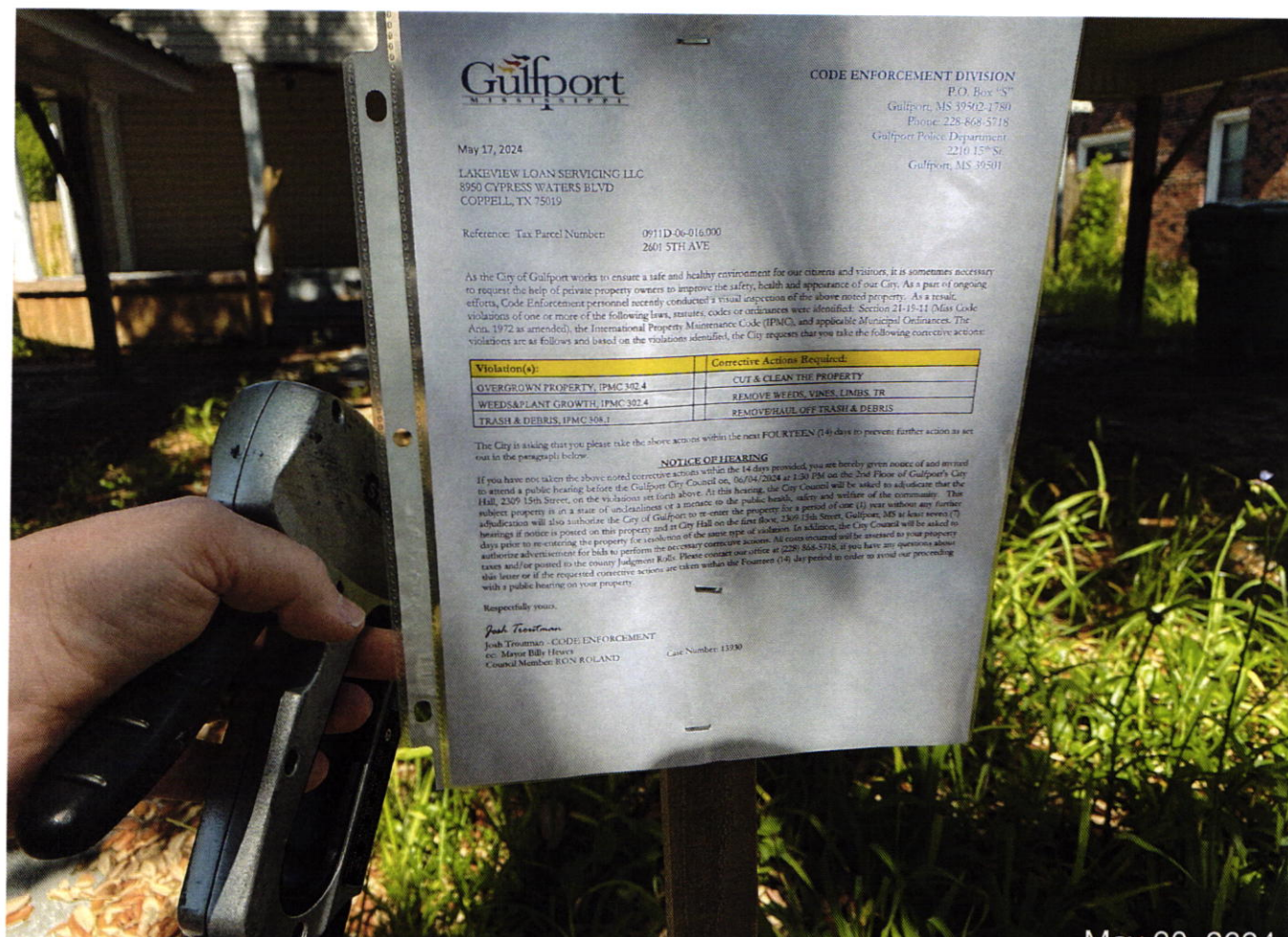
Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 13930





# Gulfport MISSISSIPPI

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

May 17, 2024

LAKEVIEW LOAN SERVICING LLC  
8950 CYPRESS WATERS BLVD  
CORPELL, TX 75019

Reference: Tax Parcel Number: 0911D-06-016000  
2601 5TH 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 (Max Code Actin 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:   |
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| OVERGROWN PROPERTY, IPMC 302.4   | CUT & CLEAN THE PROPERTY       |
| WEEDS & PLANT GROWTH, IPMC 302.4 | REMOVE WEEDS, VINES, LIMBS, TR |
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## NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/04/2024 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2209 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 nuisance to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on that property and in City Hall on the first floor, 2305 12th Street, Gulfport, MS 39501 seven (7) days prior to re-entering the property for enforcement of the above 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 passed to the county judgment R.O.s. Please contact our office at 228-868-5718, if you have any questions about this notice or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Josh Troutman  
Josh Troutman, CODE ENFORCEMENT  
c/o Mayor Billy Hewes  
Council Member: RON ROLAND  
Case Number: 13330

May 20, 2024











**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

HALFKENNY LINDA -ESTATE-  
2915 23<sup>RD</sup> AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-04-022.001  
2915 23<sup>RD</sup> 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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Respectfully yours,

*Josh Troutman*

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

Case Number: 13926

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

HALFKENNY LINDA -ESTATE-  
184 E BOND RD  
WIGGINS, MS 39577

Reference: Tax Parcel Number: 0810N-04-022.001  
2915 23RD 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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Respectfully yours,

*Josh Troutman*

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

Case Number: 13926















**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

RUDDER DUSTIN  
1215 22<sup>ND</sup> ST  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811H-01-050.000  
1215 22ND ST

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

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Respectfully yours,

*Josh Troutman*

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

Case Number: 13816



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

RUDDER DUSTIN  
5708 KNOB HILL CIR  
CLARKSTON, MI 48348

Reference: Tax Parcel Number: 0811H-01-050.000  
1215 22ND ST

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

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Respectfully yours,

*Josh Troutman*

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

Case Number: 13816















**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

MOEINI MOHAMMAD -ESTATE-  
2801 GULF AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-03-014.000  
2801 GULF 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 |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN OR REMOVE     |
|                                |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Josh Troutman*

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

Case Number: 13817

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

MOEINI MOHAMMAD -ESTATE-

P O BOX 8833

GULFPORT, MS 39506

Reference: Tax Parcel Number: 0910M-03-014.000  
2801 GULF 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 |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN OR REMOVE     |
|                                |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 13817





May 17, 2024

MOENI MOHAMMAD - ESTATE  
2801 GULF AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-03-014000  
2801 GULF 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 (A) Local Ordinance 1972 as amended, the International Property Maintenance Code (IPMPC), 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 Action Required:    |
|---------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMPC 102.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS/PLANT GROWTH, IPMPC 102.4 | REMOVE WEEDS, VINES, LIMES, TR |
| TRASH & DEBRIS, IPMPC 104.1     | REMOVE HAUL OFF TRASH & DEBRIS |
| FENCE VIOLATION, IPMPC 102.7    | REPAIR, MAINTAIN OR REMOVE     |

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

**NOTICE OF HEARING** provided, you are hereby given notice of, and invited to attend, a public hearing on the above noted violations. The hearing will be held on **06/04/2024 at 1:30 PM** on the 2nd Floor of Gulfport City Hall, 2309 14th Street, Gulfport, Mississippi 39501. The hearing will be held in the presence of the City Council. The subject property is in a state of uncertainty or a nuisance to the public and the City Council has determined that an adjudication will also authorize the City of Gulfport to take the necessary action to correct the violations. The hearing will be held at the City Hall on the 2nd Floor, 2309 14th Street, Gulfport, MS at least seven (7) business days after the date of this notice. In addition, the City Council will be asked to take any action that may be necessary to correct the violations. All persons who are notified of this hearing are hereby advised that failure to appear at the hearing and/or to perform the necessary actions within the fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

*Jack Trammis*  
Jack Trammis - CODE ENFORCEMENT  
cc: Mayor Billy Flowers  
Council Member ELLA HUGHES-HINES

Case Number: 1317

May 20, 2024











**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

MOEINI MOHAMMAD -ESTATE-  
2811 GULF AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-03-013.000  
2811 GULF 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 |
| FURNITURE OUTDOORS,IPMC 302.10 | REMOVE OR RELOCATE FURNITURE   |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Josh Troutman*

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

Case Number: 13818





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

MOEINI MOHAMMAD -ESTATE-

P O BOX 8833

GULFPORT, MS 39506

Reference: Tax Parcel Number: 0910M-03-013.000  
2811 GULF 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 |
| FURNITURE OUTDOORS,IPMC 302.10 | REMOVE OR RELOCATE FURNITURE   |

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: 13818





**Gulfport**  
MISSISSIPPI

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

May 17, 2024

MOEINI MOHAMMAD -ESTATE  
P O BOX 8833  
GULFPORT, MS 39506

Reference: Tax Parcel Number: 0910M-03-013.000  
2811 GULF 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 (May 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 |
| FURNITURE OUTDOORS, IPMC 302.10  | REMOVE OR RELOCATE FURNITURE   |

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 ELJA HOLMES-HINES

Case Number: 13818

May 20, 2024











**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

BUESO ELGAR & JANET  
705 GEORGIA ST  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-02-090.000  
705 GEORGIA 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 |
| VEH. ON VACANT LOT IPMC 301.3  | REMOVE VEHICLE                 |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN OR REMOVE     |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Josh Troutman*

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

Case Number: 13901



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 17, 2024

BUESO ELGAR &amp; JANET

P O BOX 3135

GULFPORT, MS 39505

Reference: Tax Parcel Number: 0910M-02-090.000  
705 GEORGIA 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 |
| VEH. ON VACANT LOT IPMC 301.3  | REMOVE VEHICLE                 |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN OR REMOVE     |

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

**NOTICE OF HEARING**

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Respectfully yours,

*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 13901





**Gulfport**  
MISSISSIPPI

May 17, 2024

BUESO ELGAR & JANET  
P O BOX 3135  
GULFPORT, MS 39505

Reference: Tax Parcel Number: 0910M-02-090.000  
705 GEORGIA ST

**CODE ENFORCEMENT DIVISION**  
P.O. Box "S"  
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:

| 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 |
| VEH. ON VACANT LOT IPMC 301.3    | REMOVE VEHICLE                 |
| FENCE VIOLATION, IPMC 302.7      | REPAIR, MAINTAIN OR REMOVE     |

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

**NOTICE OF HEARING**

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Respectfully yours,

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

Case Number: 19191

May 20, 2024











**CODE ENFORCEMENT DIVISION**

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

May 13, 2024

STATE OF MISS  
PO BOX 136  
JACKSON, MS 39205

Reference: Tax Parcel Number: 0811A-06-048.000  
1233 23RD 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,

*Josh Troutman*

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 14006











**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 15, 2024

MOEINI MOHAMMAD -ESTATE-  
2537 WEST DAVID DR  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908O-03-035.000  
2537 WEST DAVID 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 |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| VACANT STRUCTURE, IPMC 301.3   | BOARD UP AND SECURE OPENINGS   |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

**JARED POWER**

JARED POWER - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 13845



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 15, 2024

MOEINI MOHAMMAD -ESTATE-

P O BOX 8833

GULFPORT, MS 39506

Reference: Tax Parcel Number: 0908O-03-035.000  
2537 WEST DAVID 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 |
| 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.

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Respectfully yours,

**JARED POWER**

JARED POWER - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 13845





May 15, 2024 at 9:23 PM



May 15, 2024 at 3:22 PM





May 15, 2024 at 3:22 PM



May 15, 2024 at 3:23 PM











**CODE ENFORCEMENT DIVISION**

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

**May 10, 2024**

THOMPSON JAMES F  
106 RUNNING DEER  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908E-01-019.000  
106 RUNNING DEER 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 |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| 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   |
|                                |                                |
|                                |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/04/2024 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,

*Jeremy Perry*

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

Case Number: 14007







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 14, 2024

122 CARSON DRIVE TRUST

122 CARSON DR

GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808H-02-061.000  
122 CARSON 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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|--------------------------------|--------------------------------|
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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, 06/04/2024 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: R LEE FLOWERS

Case Number: 14025



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 14, 2024

122 CARSON DRIVE TRUST  
1984 TODD COVE APT B  
BILOXI, MS 39531

Reference: Tax Parcel Number: 0808H-02-061.000  
122 CARSON 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**

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Respectfully yours,

*JARED POWER*

JARED POWER - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 14025















**CODE ENFORCEMENT DIVISION**

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

May 9, 2024

BOINEAU MELISSA  
14447 RHONDA CT  
GULFPORT, MS 39503

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

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS&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, 06/04/2024 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: 13995









May 9, 2024 at 10:30 AM



May 9, 2024 at 10:29 AM











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 4 day of June, **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: 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. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, St Clair, Shaniel
- Parcel 2: 0710M-01-044.000. Lots 6 & 7 Blk 16 Glen Terrace Subd. 3012 57th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off



Trash & Debris, Board Up And Secure Openings, Repair/Replace Broken Window HGM Holdings, LLC

- Parcel 3: 0811L-04-054.000. Lots 13 & 14 Blk F Hardy Add. 3320 14th St. 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, Remove Clutter And Debris, Fayard, Gerald T
- Parcel 4: 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, Make Necessary Repairs, Davis, Malcolm
- Parcel 5: 0911D-06-016.000. Lots 17 & 18 Blk 4 Garys East Side Add. 2601 5th Ave. Cut & Clean The Property, Remove Weeds, Vinesremove/Haul Off Trash & Debris, Limbs, Tr, Lakeview Loan Servicing LLC,
- Parcel 6: 0811A-06-048.000. Lot 3 Blk 30 Replat Of Broad Acres. 1233 23rd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, State Of Miss 8/26/2013
- Parcel 7: 0811H-01-050.000. Lots 9 To 11 Blk 11 East Gulfport. 1215 22nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Rudder, Dustin
- Parcel 8: 0910M-03-014.000. Lots 16 To 18 Blk 24 Myrtle Resurvey. 2801 Gulf Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Moeini, Mohammad -Estate-
- Parcel 9: 0910M-03-013.000. Lots 14 & 15 Blk 24 Myrtle Resurvey. 2811 Gulf Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Relocate Furniture, Moeini, Mohammad -Estate-
- Parcel 10: 0910M-02-090.000. Life Estate -1588/480- Lots 3 & 4 Inc Blk 7 Manhattan Add. 705 Georgia St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Vehicle, Repair, Maintain Or Remove, Bueso, Elgar & Janet
- Parcel 11: 0810N-04-022.001. S 82 Ft Of Lots 1 & 2 Blk 10 Standard Land Add Sec 33-7-11. 2915 23rd Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Halfkenny, Linda -Estate-
- Parcel 12: 0908O-03-035.000. Lot 177 Less N 32.5 Ft Loren D Heights Phase Iv. 2537 West David Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Moeini, Mohammad -Estate-



- Parcel 13: 0908E-01-019.000. Lot 16 Reservation Estates Subd Sec 1. 106 Running Deer Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Discard Used Appliances, Remove Or Relocate Furniture, Thompson, James F
- Parcel 14: 0808H-02-061.000. Lot 27 Olivet Subdivision. 122 Carson Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, 122 Carson Drive Trust
- Parcel 15: 0808B-02-027.000. Lot 21 Briarwood South Subd Replat Sec 3-7-11. 14447 Rhonda Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Boineau, Melissa

**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:

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MAYOR







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**MEMORANDUM – CITY OF GULFPORT**

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**JUNE 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 4<sup>TH</sup> Day Of June, 2024,  
To The City Council:**

**WARD 1**

- Parcel 1:** 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. Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo, St Clair, Shaniel
- Parcel 2:** 0710M-01-044.000. Lots 6 & 7 Blk 16 Glen Terrace Subd. 3012 57th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Repair/Replace Broken Window HGM Holdings, LLC
- Parcel 3:** 0811L-04-054.000. Lots 13 & 14 Blk F Hardy Add. 3320 14th St. 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, Remove Clutter And Debris, Fayard, Gerald T
- Parcel 4:** 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, Make Necessary Repairs, Davis, Malcolm

**WARD 2**



Parcel 5: 0911D-06-016.000. Lots 17 & 18 Blk 4 Garys East Side Add. 2601 5th Ave. Cut & Clean The Property, Remove Weeds, Vinesremove/Haul Off Trash & Debris, Limbs, Tr, Lakeview Loan Servicing LLC,

Parcel 6: 0811A-06-048.000. Lot 3 Blk 30 Replat Of Broad Acres. 1233 23rd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, State Of Miss 8/26/2013

### **WARD 3**

Parcel 7: 0811H-01-050.000. Lots 9 To 11 Blk 11 East Gulfport. 1215 22nd St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Rudder, Dustin

Parcel 8: 0910M-03-014.000. Lots 16 To 18 Blk 24 Myrtle Resurvey. 2801 Gulf Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Moeini, Mohammad -Estate-

Parcel 9: 0910M-03-013.000. Lots 14 & 15 Blk 24 Myrtle Resurvey. 2811 Gulf Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Relocate Furniture, Moeini, Mohammad -Estate-

Parcel 10: 0910M-02-090.000. Life Estate -1588/480- Lots 3 & 4 Inc Blk 7 Manhatten Add. 705 Georgia St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Vehicle, Repair, Maintain Or Remove, Bueso, Elgar & Janet

Parcel 11: 0810N-04-022.001. S 82 Ft Of Lots 1 & 2 Blk 10 Standard Land Add Sec 33-7-11. 2915 23rd Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Halfkenny, Linda -Estate-

### **WARD 6**

Parcel 12: 0908O-03-035.000. Lot 177 Less N 32.5 Ft Loren D Heights Phase Iv. 2537 West David Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings, Moeini, Mohammad -Estate-

Parcel 13: 0908E-01-019.000. Lot 16 Reservation Estates Subd Sec 1. 106 Running Deer Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Discard Used Appliances, Remove Or Relocate Furniture, Thompson, James F

Parcel 14: 0808H-02-061.000. Lot 27 Olivet Subdivision. 122 Carson Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, 122 Carson Drive Trust

### **WARD 7**

Parcel 15: 0808B-02-027.000. Lot 21 Briarwood South Subd Replat Sec 3-7-11. 14447 Rhonda Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Boineau, Melissa



# MEMORANDUM

**To:** City of Gulfport Zoning Board of Adjustment and Appeals

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

**Date of Hearing:** June 4, 2024

**Re:** Appeal - of Variance Approval - allowing for a building height of 55 feet and 3 inches where 50 feet is the height limit - Zoned I-1 (Light Industry) - located 2809 34th Avenue - Case # 2403ZB043 - Ward 1.

Variance 2403ZB043, by agent David Machado, seeking approval for a building height of 55 feet and 3 inches where 50 feet is the height limit, Tax Parcel 0710P-01-004.000, 2809 34th Avenue, Zoned I-1 (Light-industry), Ward 1



# MEMORANDUM

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

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

**Date:** March 21, 2024

**Re:** Variance 2403ZB043, by agent David Machado, seeking approval for a building height of 55 feet and 3 inches where 50 feet is the height limit, Tax Parcel 0710P-01-004.000, 2809 34th Avenue, Zoned I-1 (Light-industry), Ward 1

**Zoning Board recommendation:** To **approve** applicant request.

**Motion:** Mr. Hahn

**Second:** Mr. Kaigler

|                   |                          |
|-------------------|--------------------------|
| LESLIE NORTH      | – Absent                 |
| MARY ANN WIGINTON | – Yea                    |
| MICHEAL DANIELS   | – Yea                    |
| ROBERT PHARR      | – Yea                    |
| NATHAN BODDIE     | – <b>Acting Chairman</b> |
| NICHOLAS HAHN     | – Yea                    |
| HAL KAIGLER       | – Yea                    |

**Action:** Motion carried unanimously

**Speaking for the Petition:**

1. David Machado

**Speaking against the Petition:** None

On March 21, 2024, the Zoning Board of Adjustments and Appeals recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for June 4, 2023.**



# Technical Report

## VARIANCE

### GENERAL INFORMATION

Case File Number: 2403ZB043

Hearing Date: March 21, 2024

Current Zoning/Use: I-1 / Commercial Structures

Legal: Variance 2403ZB043, by agent David Machado, seeking approval for a building height of 55 feet and 3 inches where 50 feet is the height limit, Tax Parcel 0710P-01-004.000, 2809 34th Avenue, Zoned I-1 (Light-industry), Ward 1

### TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))



# Technical Report

## *VARIANCE*

The applicant is seeking approval for a building height of 55 feet and 3 inches for a cold-storage facility where 50 feet is the height limit.

- (a) The applicant states “the proposed building is a cold storage facility that is designed to maintain certain environmental conditions to keep temperature sensitive products safe. The building height of 55’-3” is required to provide the necessary internal cold storage volume to regulate the building climate for the type of products that will be stored in the facility.” While the applicant’s statement points to the special conditions of the structure conflicting with city ordinance as being what has caused the need for variance, the statement’s claims regarding the necessary height for a storage facility to maintain internal climate are outside the jurisdiction of the planning division.
- (b) The applicant restates that the reason for the request is a result of the “building height required for this type of facility.” From what the applicant has provided, there is no evidence to illustrate the necessary requirement of the structure height of 55 feet and three inches for the proposed storage cold storage structure. Therefore, the hardship shows to be caused by the applicant wishing to construct the structure higher than the height limit for the I-1 zoning district.
- (c) The applicant claims that the hardship is not created by the physical character of the property but from the building height that is needed to regulate the building’s climate. Any claims regarding the necessary height for a storage facility to maintain internal climate are outside the jurisdiction of the planning division.
- (d) Applicant states that “the current zoning for this property and the adjacent properties are classified as light industry, heavy industry, planned industry, or general business. And this proposed warehouse facility is allowed by right in the current zoning.” The zoning for the subject site is currently just I-1 (Light industry), which while the warehouse use is allowed in I-1 zoning districts, the approval of the warehouse use is not what is in question for the variance. The subject matter for the variance is regarding the height of the proposed structure.
- (e) Applicant claims that the granting of the variance will not confer any special privileges to the applicant. Upon staff review of the nearby area, the only noted existing structures that exceeds the 50-foot height limit for I-1 zoning districts is are two cell existing towers north of the subject site, one being a cell tower that was permitted in 2015 and the other being a pre-existing cell tower. However, said the parcels for both towers are zoned I-2, which has a height limit of 100 feet, and do not have approved excessive height variances applied to them.
- (f) This property is zoned I-1, and a Warehouse use is allowed by right.

## ***EXECUTIVE SUMMARY***

The applicant is seeking approval for a building height of 55 feet and 3 inches for a cold-storage facility where the height limit is 50 feet. The six-hardship criteria has not been met, and the listed hardship does not meet merit. Upon staff review of the application, and the applicant’s request, the hardship has been caused by the applicant wishing to construct higher than the building height limit for I-1 zoning district. While there are two nearby cell towers that exceed the height limit for the I-1 zoning district, said cell towers are on parcels zoned I-2, which has a height limit of 100 feet. In addition, neither of said structures have approved height variances applied to



# Technical Report

## VARIANCE

them. Upon staff review of the subject site, due to there already being existing structures on the property, approval may need to consider a Planned Building Group be applied for in addition of the variance, or the demolition of the existing structures via a demolition permit. While the applicant has provided a note from FAA annotating that they do not exceed the FAA's Notice Criteria, and a certification letter from the Chief of Gulfport Fire Department regarding the necessary facilities and equipment are available for the higher structure, approval of the applicant's request will set a precedence for the nearby area.

Any approval should consider these conditions:

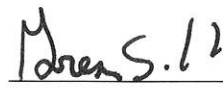
1. Must meet all building Codes and City of Gulfport Ordinances.
2. Approval allows for a 55-foot and 3-inch structure where the height limit is 50 feet.
3. Must have an approved Planned Building Group to allow for another commercial building on site.

### DEPARTMENTAL CONDITIONS

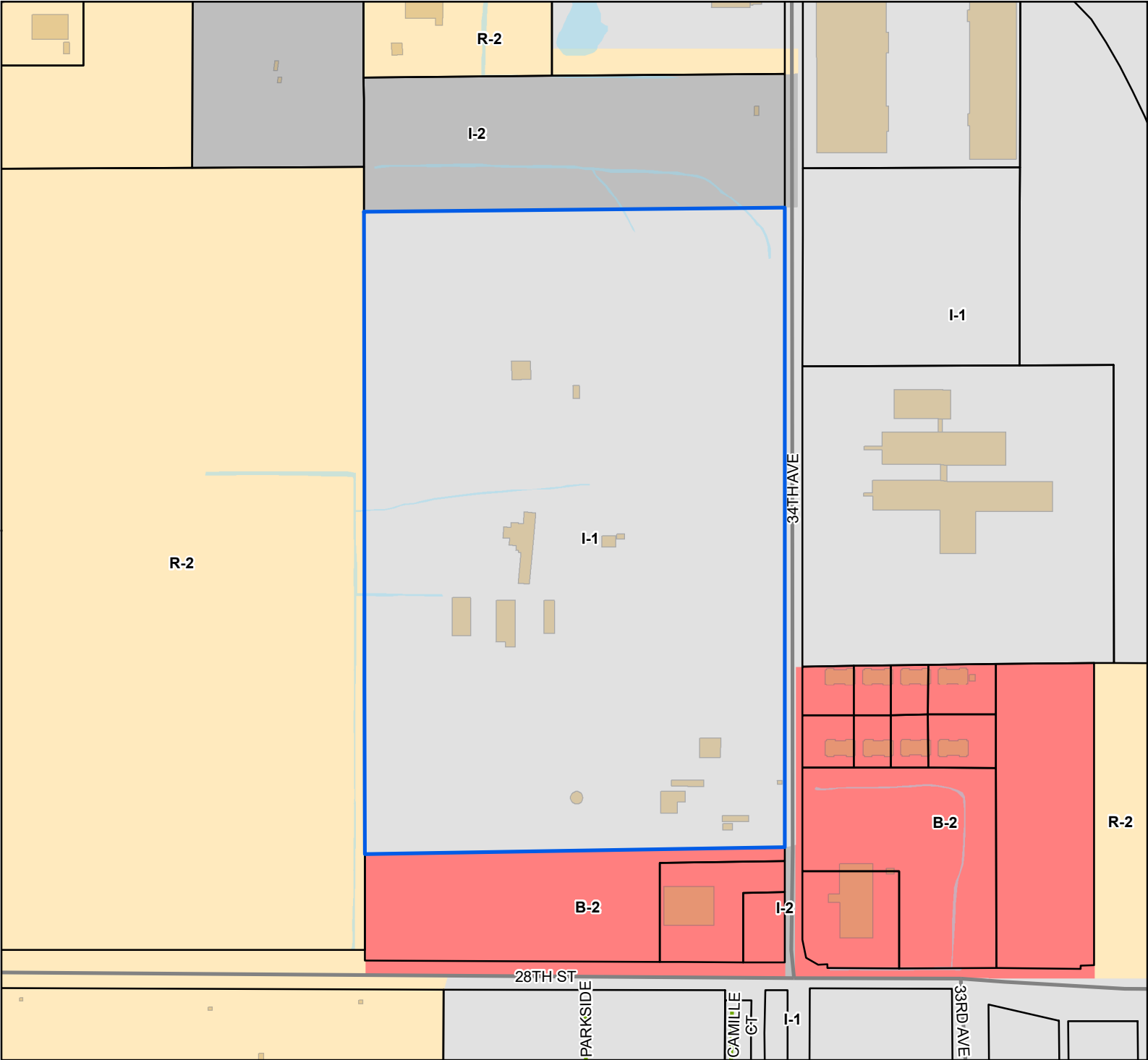
|                                       |                                                                                    |
|---------------------------------------|------------------------------------------------------------------------------------|
| <b><u>Engineering:</u></b>            | No comment as of 3/11/2024.                                                        |
| <b><u>Public Works:</u></b>           | No comment as of 3/11/2024.                                                        |
| <b><u>Traffic and Safety:</u></b>     | No conditions. Memo dated 3/6/2024.                                                |
| <b><u>Building Code Services:</u></b> | Must meet building Codes and City of Gulfport Ordinances.<br>Memo dated 2/27/2024. |
| <b><u>GIS:</u></b>                    | No conditions. Memo dated 2/28/2024.                                               |
| <b><u>Police Department:</u></b>      | No comment as of 3/11/2024.                                                        |
| <b><u>Fire Department:</u></b>        | No conditions. Memo dated 2/27/2024.                                               |
| <b><u>City Arborist:</u></b>          | No conditions. Memo dated 2/27/2024.                                               |

### DIRECTOR APPROVAL

This report has been reviewed and approved by:

  
\_\_\_\_\_  
Greg Holmes  
Director of Urban Development Department





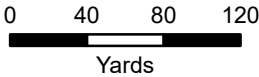
Legend:

- Street
- Military Street
- Parcels
- Buildings
- Water Features

**Zoning**

- B-2 - General Business District
- I-1 - Light Industry District
- I-2 - Heavy Industry District
- R-2 - Single Family Residence District (Medium Density)

**Site Information**  
0710P-01-004.000  
Zoning:I-1 (Light Industry)  
Size: 28.7 AC  
Flood: X



1 inch = 300 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.







**OWNER:**

Jon Nass, MS State Port Authority at Gulfport

**Printed Name of Owner**

2510 14th Street, Suite 1450

**Mailing Address**

Gulfport MS 39501

| City | State | Zip Code     |
|------|-------|--------------|
|      |       | 228-865-4300 |

**Home Phone**

jnass@shipmspa.com

**Work/Cell Phone****Email**

Signature of Owner

**AGENT:**

David Machado

**Printed Name of Agent**

918 Howard Ave. Suite F

**Mailing Address**

Biloxi MS 39530

| City | State | Zip Code     |
|------|-------|--------------|
|      |       | 228-388-1950 |

**Home Phone**

david@mpdesigngroup.us

**Work/Cell Phone****Email**

Signature of Agent

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application. We can only accept applications with original signatures.

*I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.*

**Name of Owner (PRINT)** \_\_\_\_\_

Address (Street, City, State, Zip Code) \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Tax Parcel Number(s) Owned: \_\_\_\_\_

Signature: \_\_\_\_\_

**Name of Owner (PRINT)** \_\_\_\_\_

Address (Street, City, State, Zip Code) \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Tax Parcel Number(s) Owned: \_\_\_\_\_

Signature: \_\_\_\_\_

**Name of Owner (PRINT)** \_\_\_\_\_

Address (Street, City, State, Zip Code) \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Tax Parcel Number(s) Owned: \_\_\_\_\_

Signature: \_\_\_\_\_





### Designation of Agent

I, Jon Nass, MS State Port Authority, being property owner of 070P-01-004.00  
PRINT NAME PRIMARY ADDRESS OR PARCEL  
which is the subject of this application hereby authorize David Machado, MP Design Group to act as my  
PRINT NAME  
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning  
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this  
petition. This designation authorizes my agent to make verbal or written representations and/or  
declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or  
declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in  
approval or denial of said petition.

Jon Nass

2/5/24

Signature

Date

### STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 5 day of February, 2024

D. Styron

11-6-24

Notary Public

Commission Expiration







## COVENANT AFFIDAVIT

I, David Machado being property owner or agent of the property 0710P-01-004.00  
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application, hereby state that this variance request is not in violation of any restrictive or protective covenants.

David Machado  
SIGNATURE

2/6/24  
DATE

### STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 6 day of February, 20 24

[Signature]  
NOTARY PUBLIC

11-6-24  
COMMISSION EXPIRATION







Cold Storage Facility  
2809 34<sup>th</sup> Ave  
Gulfport MS 39503

## FIRE DEPARTMENT

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5950  
Fax: 228-868-5808

Central Station  
1515 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

February 7, 2024

Internationally Accredited Gulfport Fire Department (GFD) is a full-spectrum life safety agency protecting a population of more than 72,000 citizens and a metro-population of greater than 416,000 people who live, work and play in Mississippi's second largest city. Gulfport Fire Department is one of only two Mississippi agencies that has an ISO Fire Suppression Rating of 2 out of 10 (with 1 being the highest rating). A total of 164 plus uniformed fire personnel protect life, property and the environment through their direct involvement in fire prevention, firefighting, emergency medical care, technical rescue, hazardous materials mitigation, disaster response, public education and community service. An equally committed non-sworn cadre of professional support personnel provide technical and administrative expertise in their corresponding pursuit of the department's mission. The expansive capabilities of the department include high-angle rescue, special operations response and all-hazards mitigation to include multi-story (High Rise) occupancies. In consideration of the department's capabilities as applied to the proposed cold storage facility at 2809 34<sup>th</sup> Ave Gulfport MS, the Gulfport Fire Department Fire Chief approves of this general plan. Compliance with applicable codes and standards assumed.

Sincerely,

A handwritten signature in blue ink that reads "Billy Kelley". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Kelley  
Fire Chief City of Gulfport



## Nick Moody

---

**From:** Nick Moody  
**Sent:** Monday, February 05, 2024 3:21 PM  
**To:** Casey Lyons; Shelby Fox; David Machado  
**Subject:** RE: Cold Storage Facility Mississippi Port Authority  
**Attachments:** Notice Criteria Tool Gulfport Cold Storage Facility.pdf

Thank you, Casey. See attached for the printout from the Notice Criteria Tool. The results state we do not exceed the notice criteria.

## Nicholas W. Moody, P.E., LEED AP BD+C

*Sr. VP of Design Services*  
MP Design Group  
228.217.6316(c)  
[nmoody@mpdesigngroup.us](mailto:nmoody@mpdesigngroup.us)



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**From:** Casey Lyons <[CLyons@flygpt.com](mailto:CLyons@flygpt.com)>  
**Sent:** Monday, February 05, 2024 2:53 PM  
**To:** Shelby Fox <[SFox@flygpt.com](mailto:SFox@flygpt.com)>; Nick Moody <[nmoody@mpdesigngroup.us](mailto:nmoody@mpdesigngroup.us)>; David Machado <[david@mpdesigngroup.us](mailto:david@mpdesigngroup.us)>  
**Subject:** RE: Cold Storage Facility Mississippi Port Authority

**[EXTERNAL Email: Please verify the sender before clicking any links.]**

Nicholas,

Assuming the distance provided is accurate, your calculation appears to be correct with one exception. The 118.66' maximum building height would be reduced by the site's elevation above sea level. Your 55' tall building should still fall well below the FAA's maximum allowable height.



Please utilize the link below and fill in the blanks with the lat/long, site elevation and structure height. Structure type will be “commercial use building”. The location will be plotted on a map showing your proximity to the Airport. It should show that there is no need to file a study (form 7460-1) with the FAA. If there is no need to file a study, then the airport has no objection.

\*\*\*\*\*It is important to note that if this construction requires the use of a crane(s), concrete pump truck, or similar piece of equipment the maximum boom height also has to be considered. There may be a need to complete the 7460-1 for a crane associated with construction. Fill out the same link below and select “mobile use crane” along with the crane height needed to construct your building.\*\*\*\*\*

[Notice Criteria Tool \(faa.gov\)](#)

Please let me know if you have any questions.

-Casey





Obstruction Evaluation  
Version 2023-08-03

Home

FAA OE/AAA Offices

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Newly Interim Cases

Newly Proposed Cases

Newly Supplemental Notices  
(Form 7460-2)

Newly Circularized Cases

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Refine Search for Airports

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Wind Turbine FAQs

Discretionary Review FAQs

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FAA Account

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New User Registration

Instructions

Information Resources

FAA Acronyms

Forms

Regulatory Policy

Relevant Advisory Circulars

Survey Accuracy

## Notice Criteria Tool

Notice Criteria Tool - Desk Reference Guide V\_2018.2.0

The requirements for filing with the number of factors: height, proximity more details, please reference CFF

You must file with the FAA at least:

- your structure will exceed 200'
- your structure will be in proximity
- your structure involves construction adjusted upward with the appropriate
- your structure will emit frequency
- your structure will be in an instrument
- your proposed structure will be in navigation signal reception
- your structure will be on an airport
- filing has been requested by the FAA

If you require additional information contact the appropriate FAA representative for construction, or contact the FAA ATO

The tool below will assist in applying

\* Structure Type:

Latitude:

Longitude:

Horizontal Datum:

Site Elevation (SE):

Structure Height:

Is structure on airport:

Casey Lyons

Director of Operations & Maintenance

Gulfport-Biloxi International Airport

14035-L Airport Rd. | Gulfport, MS 39503

(228) 863-5951 (o) | (228) 863-5953 (f)

[www.FLYGPT.com](http://www.FLYGPT.com)

We Make Flying Easier.





**From:** Shelby Fox <[SFox@flygpt.com](mailto:SFox@flygpt.com)>  
**Sent:** Monday, February 5, 2024 10:40 AM  
**To:** Casey Lyons <[CLyons@flygpt.com](mailto:CLyons@flygpt.com)>  
**Subject:** Fw: Cold Storage Facility Mississippi Port Authority

## Shelby Fox

**Director of Planning and Development**  
**Gulfport-Biloxi International Airport**  
14035-L Airport Rd. | Gulfport, MS 39503  
(228) 863-5951 (o) | (228) 248-3011 (d) | (228) 327-6888 (c)  
[www.FLYGPT.com](http://www.FLYGPT.com)

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**From:** Nick Moody <[nmoody@mpdesigngroup.us](mailto:nmoody@mpdesigngroup.us)>  
**Sent:** Monday, February 5, 2024 10:37 AM  
**To:** Shelby Fox <[SFox@flygpt.com](mailto:SFox@flygpt.com)>  
**Cc:** David Machado <[david@mpdesigngroup.us](mailto:david@mpdesigngroup.us)>  
**Subject:** Cold Storage Facility Mississippi Port Authority

Shelby,

Thank you for taking the time to take my call. As we discussed in our phone conversation, our proposed building height is 55 ft. which exceeds the City's allowable height of 50 ft. We're going to request a variance for the additional 5 ft. and part of the variance submissions an approval from the Airport Authority for any structure in excess of 40 ft is required. The property is located at 2809 34<sup>th</sup> Avenue and I've attached a FAA exhibit showing the distance from the site to the closest runway, which is 11,866 ft. Based on the distance from runway and FAA requirement (highlighted in attachment), we are allowed a height of 118.66 ft. (see calculation below). The deadline for us to submit our variance application is tomorrow, so if there's any way you can expedite this review and approval it would be greatly appreciated. And if there's any information you need, please let me know.

$$\frac{11,866 \text{ ft}}{100 \text{ ft}} = 118.66 \text{ ft.}$$

Thanks,

**Nicholas W. Moody, P.E., LEED AP BD+C**

*Sr. VP of Design Services*

MP Design Group

[228.217.6316](tel:228.217.6316)(c)

[228.388.1950](tel:228.388.1950)(o)

[nmoody@mpdesigngroup.us](mailto:nmoody@mpdesigngroup.us)





918 Howard Avenue Suite F, Biloxi, MS 39530 | [www.mpdesigngroup.us](http://www.mpdesigngroup.us)

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**Casey Lyons**  
**Director of Operations & Maintenance**  
**Gulfport-Biloxi International Airport**  
14035-L Airport Rd. | Gulfport, MS 39503  
(228) 863-5951 (o) | (228) 863-5953 (c)  
[www.FLYGPT.com](http://www.FLYGPT.com)

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## Notice Criteria Tool

Notice Criteria Tool - Desk Reference Guide V\_2018.2.0

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9.

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the FAA Co-location Policy
- your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the Air Traffic Areas of Responsibility map for Off Airport construction, or contact the FAA Airports Region / District Office for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

\* Structure Type:

BUILDING | Commercial Use Building

Please select structure type and complete location point information.

Latitude:

30 Deg 23 M 8.62 S N

Longitude:

89 Deg 6 M 13.02 S W

Horizontal Datum:

NAD83

Site Elevation (SE):

32 (nearest foot)

Structure Height :

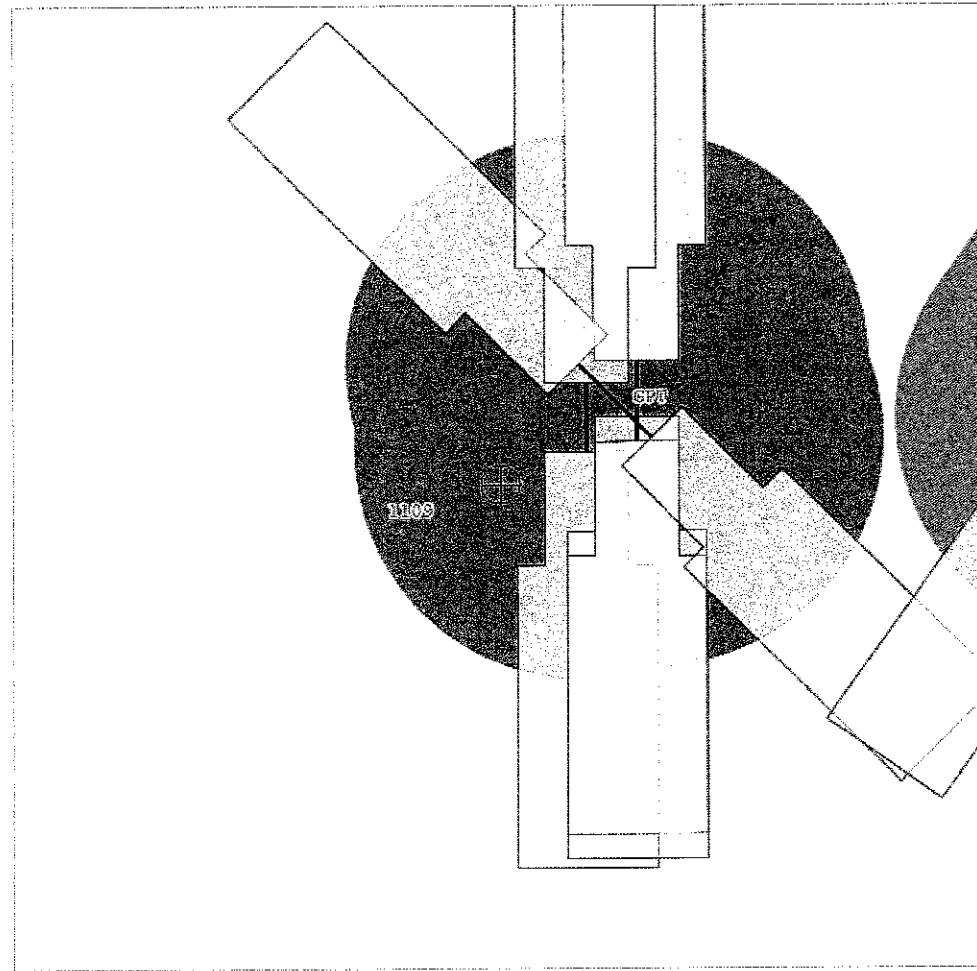
55 (nearest foot)

Is structure on airport:

☒ No  
☐ Yes

### Results

You do not exceed Notice Criteria.





### **Variance Submissions**

1. The proposed building is a cold storage facility that is designed to maintain certain environmental conditions to keep temperature sensitive products safe. The building height of 55'-3" is required to provide the necessary internal cold storage volume to regulate the building climate for the types of products that will be stored in the facility.
2. The building height requirement for this type of facility as explained in the answer above is the sole reason for the variance request.
3. The physical character of the property does not create an unnecessary hardship. The hardship is this type of facility requires a specific building height to regulate the building climate for the types of products being stored as explained in the answer to question #1.
4. The current zoning for this property and the adjacent properties are classified as light industry, heavy industry, planned industry, or general business. And this proposed warehouse type facility is allowed by right for the current zoning. The proposed development is to be a \$73 million investment to the City and provide 73 new jobs.
5. The request for an additional 5'-3" building height variance will not confer any special privilege to the applicant. The building height variance will allow the building to be constructed to the required building height for this type of cold storage facility.
6. This proposed warehouse type facility is permissible by right for the current property zoning.





I-2

I-1

I-1

R-2

2809 34TH AVE J

2809 34TH AVE

2804 34TH AVE  
2804 34TH AVE

2804 34TH AVE  
2804 34TH AVE

B-2

B-2

3428 28TH ST

I-2

3350 28TH ST

28TH ST

I-1

PARKSIDE

28TH ST PARK





2809 34TH AVE J

2809 34TH AVE

34TH AVE

2804 34TH AVE  
2804 34TH AVE

2804 34TH AVE  
2804 34TH AVE

3428 28TH ST

3350 28TH ST

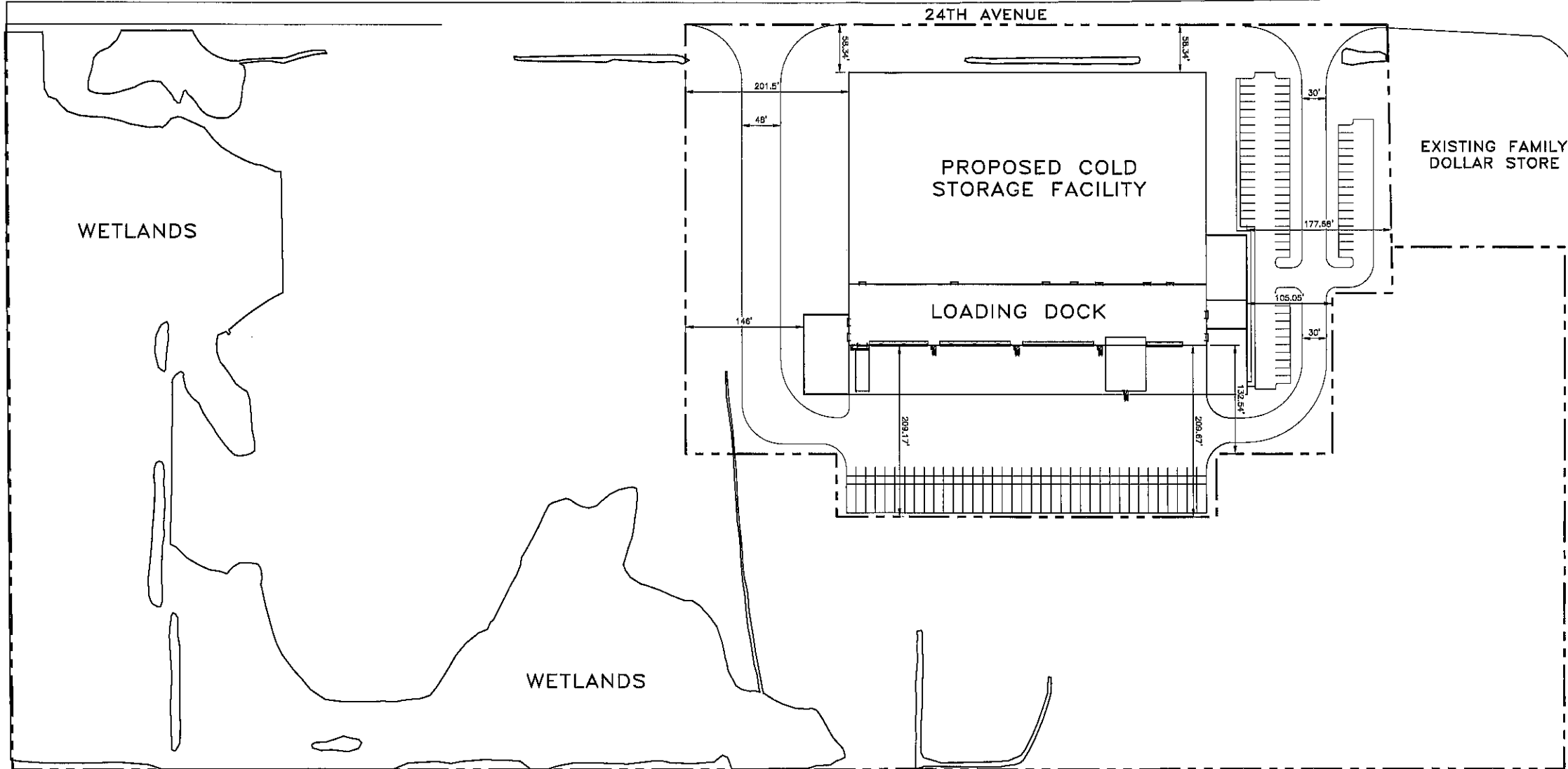
28TH ST

PARKSIDE

28TH ST PARK



PRINTED: 2/6/2024 10:18 AM BY: Nick Moody LAST SAVED: 2/6/2024 9:54 AM BY: Nmoody  
m:\0297\_mpa gulport\0297.22.002\_work order no 1 - misc eng. & project scope dev\02-civil\03-production drawings\cold storage aita\cold storage facility site plan.dwg



"Designed to Build"  
918 Howard Ave Suite F  
Biloxi, Mississippi 39530  
P: 228.388.1950  
www.mpdesigngroup.us

David J. Machado, PE  
Brad P. Patano, PE  
Gerrod W. Kilpatrick, PE  
Bradford A. Jones, AIA

PLANS WITHOUT REGISTERED  
ENGINEER/ARCHITECT STAMP  
AND SIGNATURE ARE  
CONSIDERED "NOT FOR  
CONSTRUCTION" AND SHALL  
NOT BE USED IN ANY MANNER  
FOR CONSTRUCTION OR  
PERMITTING OF SAID PROJECT.

COLD STORAGE FACILITY  
PORT OF GULFPORT MISSISSIPPI  
STATE PORT AUTHORITY  
2809 34TH AVE.  
GULFPORT, MS 39501

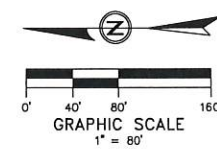
SCALE: AS INDICATED  
PROJECT NO: 0297.24.001  
DRAWN BY: NWM  
CHECKED BY: NWM

OVERALL SITE PLAN

| NO.   | DATE       | REVISION / SUBMITTAL    |
|-------|------------|-------------------------|
| REV A | 02/05/2024 | CITY VARIANCE SUBMITTAL |
|       |            |                         |
|       |            |                         |
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C200  
VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET, ADJUST  
SCALES ACCORDINGLY













*John* 1st Judicial District  
Instrument 2019 2901 D - J1  
Filed/Recorded 5/ 3/2019 03:35 P  
Total Fees \$ 12.00  
10 Pages Recorded

**THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:**

Balch & Bingham LLP  
Attn: Mark E. Bond, MSB #103992  
1310 25<sup>th</sup> Avenue  
Gulfport, MS 39501  
(228) 864-9900

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT**

**WARRANTY DEED**

**GRANTOR'S ADDRESS AND  
TELEPHONE NUMBER:**

Mississippi-Gulfport Compress & Warehouses, Inc.  
Attn: S. P. Mellen, Jr.  
2809 34th Avenue  
Gulfport, MS 39501  
(228) 365-4114

**GRANTEES' ADDRESS AND TELEPHONE NUMBER:**

State of Mississippi  
c/o Asst. Secretary of State  
Public Lands Division  
125 S. Congress Street  
Jackson, MS 39205-0136  
(601) 359-5156

Mississippi Development Authority  
c/o the Executive Director  
501 North West Street  
Jackson, MS 39201  
(601) 359-3449

Mississippi State Port Authority at Gulfport  
c/o the Executive Director  
2510 14<sup>th</sup> Street, Suite 1450  
Gulfport, MS 39501  
(228) 865-4300

**Indexing Instructions:** SE ¼, Sec. 32-T7S-R11W, 1st J.D., Harrison County, MS

2

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT**

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00) cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MISSISSIPPI-GULFPORT COMPRESS & WAREHOUSES, INC.**, a Delaware corporation, ("Grantor"), hereby GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS to the **STATE OF MISSISSIPPI**, acting by and through the **Mississippi Development Authority and the Mississippi State Port Authority at Gulfport, its agencies**, ("Grantee") subject to all matters, exceptions and reservations hereinafter described, that certain real property situated in the First Judicial District, County of Harrison, State of Mississippi, more particularly described as follows (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO**

together with all improvements located therein and thereon, and together with all rights, easements and appurtenances belonging thereto.

This conveyance is made subject to any and all of the following matters pertaining to the Property which are recorded in the land records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi: covenants, conditions, restrictions, easements, rights of way, and prior oil, gas and mineral reservations.

Taxes for the year 2019 have been prorated and are assumed by the Grantee. Grantee shall request that the Tax Assessor for Harrison County, Mississippi, recognize the Property as State-owned and remove it from the tax rolls.

The acquisition, use and possession of the Property by the State of Mississippi shall be exercised by and through the Mississippi Development Authority and the Mississippi State Port Authority at Gulfport, agencies of the State of Mississippi, pursuant to Section 59-5-1, *et seq.* of the Mississippi Code Annotated, as amended.

In executing this deed, the Secretary of State is acting in his capacity as Land Commissioner for the State of Mississippi.

Parcels 1 and 2 of the Property, excluding the parcels designated "LESS AND EXCEPT" on Exhibit A, are believed to be one and the same as that depicted and described as the "Survey Description" on the survey prepared by Michael P. Blanchard, P.S., Cassady-Acadia Land Surveying, LLC, dated March 13, 2019 as incorporated herein on Exhibit "B" attached hereto and made a part hereof by reference; and in addition to the general warranty of title to the Property provided hereinabove, Grantor hereby GRANTS, BARGAINS, SELLS, CONVEYS AND FOREVER QUITCLAIMS the real property as described by the "Survey Description" unto Grantee.

This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall collectively constitute one and the same instrument.

*[See separate signature pages attached]*



WITNESS THE SIGNATURE OF GRANTOR made effective this the 16<sup>th</sup> day of April, 2019, although actually executed on the date set forth in the acknowledgement below.

MISSISSIPPI-GULFPORT COMPRESS &  
WAREHOUSES, INC. a Delaware corporation

By: S.P. McIlven, Jr.  
As Its President

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of April, 2019, within my jurisdiction, the within named S.P. McIlven, Jr., who acknowledged that he is the President of Mississippi-Gulfport Compress & Warehouses, Inc., a Delaware corporation, and that for and on behalf of the said entity, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Martha Katherine Murray  
(NOTARY PUBLIC)

My commission expires: 11/5/19

(Affix official seal)



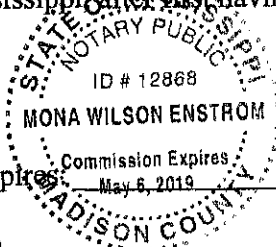
Conveyance accepted by Grantee as of the effective date set forth hereinabove but actually executed on the date set forth in the acknowledgment below.

**STATE OF MISSISSIPPI**  
**By and through the Office of the Secretary of State**

BY: C. Delbert Hosemann, Jr.  
 C. DELBERT HOSEMAN, JR.,  
 SECRETARY OF STATE AND  
 LAND COMMISSIONER

**STATE OF MISSISSIPPI**  
**COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 30<sup>th</sup> day of April, 2019, within my jurisdiction, the within named **C. DELBERT HOSEMAN, JR.**, who acknowledged to me that he is the **SECRETARY OF STATE and LAND COMMISSIONER** of the State of Mississippi and that in said representative capacity he executed the above and foregoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.



Mona Wilson Enstrom  
 (NOTARY PUBLIC)

My commission expires May 6, 2019  
 (Affix official seal)



Conveyance accepted by Grantee as of the effective date set forth hereinabove but actually executed on the date set forth in the acknowledgment below.

**STATE OF MISSISSIPPI**  
**By and through the Mississippi Development Authority**

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

Glenn McCullough, Jr.  
 As Its: Executive Director



STATE OF MISSISSIPPI

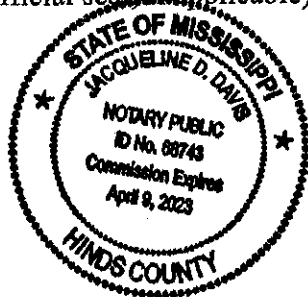
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of April, 2019, within my jurisdiction, the within named Glenn McCullough, Jr., who acknowledged to me that he is the Executive Director of the Mississippi Development Authority, an agency of the State of Mississippi, and that for and on behalf of said agency and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized so to do.

\_\_\_\_\_  
 (NOTARY PUBLIC)

My Commission Expires: 04/09/2023

Affix official seal, if applicable)



Conveyance accepted by Grantee as of the effective date set forth hereinabove but actually executed on the date set forth in the acknowledgment below.

**MISSISSIPPI STATE PORT AUTHORITY AT  
GULFPORT**

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

Jonathan Daniels

As Its: Executive Director

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the said county and state, on this the 18<sup>th</sup> day of April, 2019, within my jurisdiction, the within named Jonathan Daniels, who acknowledged to me that he is the Executive Director and Chief Executive Officer of the Mississippi State Port Authority at Gulfport, an agency of the State of Mississippi, and that for and on behalf of said agency and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized so to do.

Martha Katherine Murray  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

Affix official seal, if applicable)





**EXHIBIT A****DEED DESCRIPTION OF THE PROPERTY****PARCEL I:**

That tract of ground in the Southeast Quarter of Section 32, Township 7 South, Range 11 West, and more particularly described as follows, to wit: Beginning at the Southeast corner of said Section 32 as now marked by an iron rail and run thence West along South line of said Section a distance of Two Hundred Forty and Seven Tenths feet (240.7 ft.) to an iron pipe; thence North parallel to and Two Hundred Forty and Seven Tenths feet (240.7 ft.) from the East line of said Section, a distance of One Thousand Three Hundred Thirty feet (1,330 ft.) to an iron pipe; thence East Two Hundred Forty and Seven Tenths feet (240.7 ft.) to an iron pipe in the said East line of said Section; thence South along said Section line a distance of One Thousand Three Hundred Thirty feet (1,330 ft.) to the point of beginning, containing Seven and Thirty-Five Hundredths (7.35) acres, together with the improvements constructed thereon.

Being the same property conveyed to Mississippi-Gulfport Compress & Warehouses, Inc. by the City of Gulfport, a municipal corporation in that certain Warranty Deed dated September 16, 1938 and delivered for recording on September 16, 1938 in Deed Book 222, Page 200 in the official records of Harrison County, Mississippi.

**AND PARCEL II:**

That tract of ground in the Southeast Quarter of Section 32, Township 7 South, Range 11 West, and more particularly described as follows: Beginning at a point in the South boundary of said Section 32, which point is 240.7 feet West of the Southeast corner of said Section, and running from thence North along a line now definitely determined by the West side or face of the existing brick fire wall separating the compress section of the building from the exclusive warehouse section, (and said line being projected South to the point of beginning) a distance of 1,330 feet; thence East a distance of 240.7 feet to an iron pipe on the East boundary of said Section 32; thence North along this East line a distance of 563.9 feet to an iron pipe; thence West a distance of 920 feet; thence South a distance of 1,893.9 feet to an iron pipe in the South boundary of said Section 32; thence East along said boundary of said Section 32 a distance of 679.3 feet to the point of beginning.

Being the same property conveyed to Mississippi-Gulfport Compress and Warehouses, Inc. by the City of Gulfport, Mississippi, a municipal corporation in that certain Corrected Warranty Deed dated July 7, 1955 and delivered for recording on July 7, 1955 in Deed Book 397, Page 116 in the official records of Harrison County, Mississippi.

**AND PARCEL III:**

Commencing at the Southeast corner of the Southeast 1/4 of Section 32, Township 7 South, Range 11 West; thence South 89°, 47' West a distance of 12 feet, more or less, to an iron rod; thence North 0°, 13' West a distance of 1,893.9 feet, more or less, to an iron rod, said rod being the POINT OF BEGINNING; thence North 0°, 13' West a distance of 46.5 feet, more or less, to an iron rod; thence North 89°, 41' West a distance of 908 feet, more or less, to an iron pipe; thence South 0°, 13' East a distance of 47 feet, more or less, to an iron pipe; thence N 89°, 47' East a distance of 908 feet, more or less, to the POINT OF BEGINNING. All of said land being in the City of Gulfport, Harrison County, Mississippi.

Being the same property conveyed to Mississippi Gulfport-Compress & Warehouses, Inc. by S.P. Mellen in that certain Quitclaim Deed dated May 10, 1991 and filed for record on May 10, 1991 in Deed Book 1186, Page 383 in the First Judicial District of Harrison County, Mississippi.

**LESS AND EXCEPT:**

That certain parcel of land commencing at the Southeast corner of Section 32, Township 7 South, Range 11 West, and running thence North along the East line of said Section 32 a distance of 1,893.9 feet; thence running West 12 feet; thence running South and parallel with the East line of said Section 32 a distance of 1,893.9 feet to the South line of said Section 32; thence East 12 feet to the point of beginning.

Being the same property conveyed to the City of Gulfport, Mississippi by Mississippi-Gulfport Compress and Warehouses, Inc. in that certain Special Warranty Deed dated July 7, 1955 and filed for record on July 7, 1955 in Deed Book 397, Page 120 in the official records of Harrison County, Mississippi.

**ALSO LESS AND EXCEPT:**

A parcel of land situated in the Southeast Quarter of Section 32, Township 7 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi and being further described as follows, to wit:

Commencing at the Southeast corner of said Section 32; thence run South 89 degrees 47 minutes 21 seconds West for a distance of 12.00 feet to the intersection of the North margin of 28th Street and the West margin of 34 Avenue and the point of beginning; thence continue along the said North margin of 28th Street South 89 degrees 47 minutes 21 seconds West for a distance of 270.00 feet to a point; thence departing said North margin run North 00 degrees 00 minutes 22 seconds West for a distance of 200.00 feet to a point; thence run North 89 degrees 47 minutes 21 seconds East for a distance of 270.00 feet to a point on the West margin of 34 Avenue; thence run along said West margin South 00 degrees



00 minutes 22 seconds East for a distance of 200.00 feet to the point of beginning, containing 54,000.17 square feet or 1.24 acres, more or less.

Being the same property conveyed to Executive Holdings, LLC by Mississippi Gulfport Compress and Warehouses, Inc. in that certain General Warranty Deed dated August 6, 2012 and filed for record on August 9, 2012 as Instrument No. 2012 4614D-J1 in the First Judicial District of Harrison County, Mississippi.

UNOFFICIAL

**EXHIBIT B**

**SURVEY DESCRIPTION OF THE PROPERTY**

A certain tract or parcel of land designated as the "OVERALL PROPERTY" containing +/- 38.25 Acres or 1,666,320 sq. ft., located in Section 32, Township 7 South, Range 11 West, Harrison County, State of Mississippi, being more particularly described as follows:

Commencing at the approximate location of the Southeast corner of Section 32, Township 7 South, Range 11 West, said point being the Point of Commencement,

Then, South 89 degrees 47 minutes 21 seconds West, along the Northerly right of way line of 28<sup>th</sup> Street, a distance of 282.00 feet to a point, said point being the "POINT OF BEGINNING;"

Then, continuing along the Northerly right-of-way line of 28<sup>th</sup> Street, South 89 degrees 47 minutes 21 seconds West a distance of 637.33 feet to a point;

Then, departing said right-of-way line, North 00 degrees 00 minutes 10 seconds West a distance of 1,898.38 feet to a point;

Then, South 89 degrees 56 minutes 48 seconds East a distance of 907.22 feet to a point, said point being located along the Westerly right-of-way line of 34<sup>th</sup> Avenue;

Then, continuing along said right-of-way line, South 00 degrees 00 minutes 22 seconds East a distance of 1,694.20 feet to a point;

Then, departing said right-of-way line, South 89 degrees 47 minutes 21 seconds West a distance of 270.00 feet to a point;

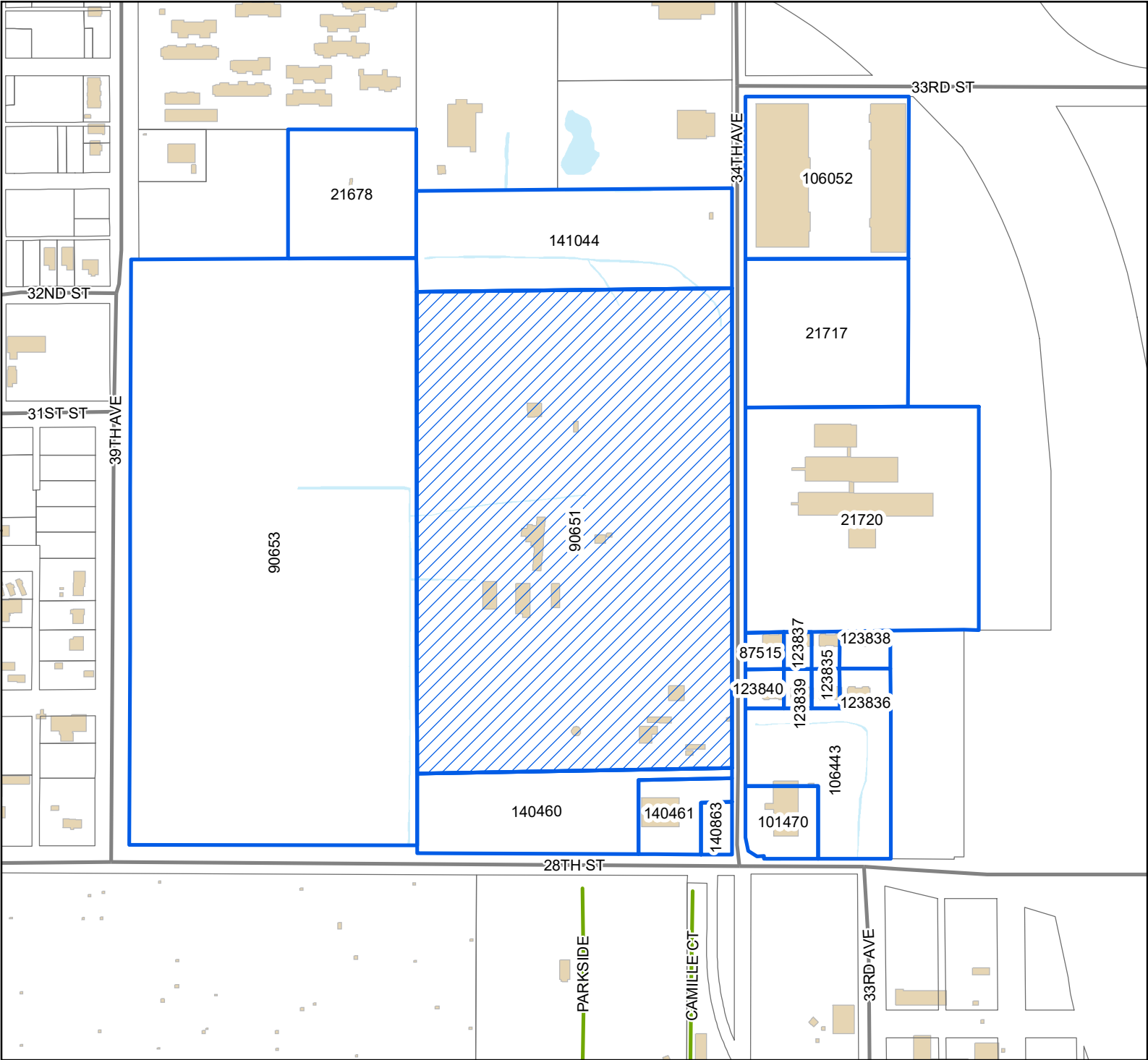
Then, South 00 degrees 00 minutes 22 seconds East a distance of 200.00 feet to the "POINT OF BEGINNING".

The above-described property being the same as that depicted and described as the "Survey Description" on the survey prepared by Michael P. Blanchard, P.S., Cassady-Acadia Land Surveying, LLC, dated March 3, 2019.

Parcels 1 and 2 of the Property described on Exhibit "A," excluding the parcels designated "LESS AND EXCEPT" thereon, and the Survey Description set forth above, are also one and the same as Lots 1A and 1B on that certain Certificate of Re-subdivision, prepared by Machado-Patano, submitted and approved by the Planning Commission of the City of Gulfport on September 3, 2013 and recorded on September 11, 2013 as Instrument No. 2013 6359D-J1 in the official land records of the First Judicial District of Harrison County, Mississippi, together with Lot 2 on that certain Certificate of Re-subdivision, prepared by Machado-Patano, submitted and approved by the Planning Commission of the City of Gulfport on June 19, 2012 and recorded on June 28, 2012 as Instrument No. 2012 3759D-J1 in the aforementioned land records.

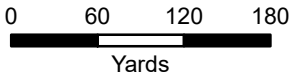


| Mail   | PPIN             | Parcel ID        | Name                                        | Address                      | City         | State | ZIP   |
|--------|------------------|------------------|---------------------------------------------|------------------------------|--------------|-------|-------|
|        |                  | 0710P-01-004.000 | MS STATE PORT AUTHORITY AT GULFPORT (OWNER) | 2510 14TH STREET, STE 1450   | GULFPORT     | MS    | 39501 |
|        |                  |                  | DAVID MACHADO (AGENT)                       | 918 HOWARD AVE, STE F        | BILOXI       | MS    | 39530 |
|        |                  |                  | <b>Adjacent Property Owners (2403ZB043)</b> |                              |              |       |       |
| 21678  | 0710P-01-006.000 |                  | BLACK JAMES LEWIS & BOBBIE COTTON           | 318 FAIRVIEW DR              | BILOXI       | MS    | 39531 |
| 21717  | 0810M-04-002.000 |                  | FAYARD DAVID & KATHY                        | 3305 SUIT A 33 RD ST         | GULFPORT     | MS    | 39501 |
| 106052 | 0810M-04-002.001 |                  | ACE DATA STORAGE INC                        | 2400 34TH ST                 | GULFPORT     | MS    | 39501 |
| 123837 | 0810M-04-004.008 |                  | JAMES NELSON PROPERTIES INC                 | 111 31ST STREET              | GULFPORT     | MS    | 39507 |
| 123839 | 0810M-04-004.009 |                  | MEGALOPOLOS THREE LLC                       | 201 GALEN DR, APT 220W       | KEY BISCAYNE | FL    | 33159 |
| 87515  | 0810M-04-004.000 |                  | TOLAR TERRY & EILERMANN JANET               | 2620 RUE PALAFOX             | BILOXI       | MS    | 39531 |
| 123835 | 0810M-04-004.006 |                  | FORWARD MOVING LLC                          | 270 TRACE COLONY PARK, STE B | RIDGELAND    | MS    | 39157 |
| 123836 | 0810M-04-004.005 |                  | PREMIER CONSTRUCTION & REMODEL LLC          | 6807 YORKWOOD ST             | NAVARRE      | FL    | 32566 |
| 123838 | 0810M-04-004.004 |                  | MINGOTI SANDRA N                            | 2804 34TH AVE BLDG D         | GULFPORT     | MS    | 39502 |
| 123840 | 0810M-04-004.010 |                  | HAILU MATIWES SOLOMON                       | 1687 HOWELL DR               | INDIANAPOLIS | IN    | 46231 |
| 101470 | 0810M-04-004.001 |                  | ST MARK UNITED METHODIST CHURCH             | P O BOX 721                  | GULFPORT     | MS    | 39502 |
| 140461 | 0710P-01-004.002 |                  | ARC FDGPTMSOO2 LLC                          | ATTN: PM DEPT #9741          | SAN DIEGO    | CA    | 92130 |
| 140863 | 0710P-01-004.003 |                  | EXECUTIVE HOLDINGS LLC                      | 311 TELLY RD                 | PICAYUNE     | MS    | 39466 |



Legend

-  Site
-  Adjacent Properties
-  Street
-  Military Street
-  Buildings
-  Water Features



1 inch = 400 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



**RE: Variance 2403ZB043, by agent David Machado, seeking approval for a building height of 55 feet and 3 inches where 50 feet is the height limit, Tax Parcel 0710P-01-004.000, 2809 34th Avenue, Zoned I-1 (Light-industry), Ward 1**

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, March 21, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <https://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, March 21, 2024**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|----------|------|-------|
| 36845     | 525462       | Print Legal Ad-IPL01617860 - IPL0161786 |          | \$112.15 | 2    | 76 L  |

Attention: Matilda Welch  
GULFPORT URBAN DEVELOPMENT  
PO BOX 1780  
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

### LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 21, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

**Variance 2403ZB021**, by owner Gregory Woodard, seeking approval for a 1,430 square-foot accessory structure where 600 square feet is the size limit, Tax Parcel 0807K-01-018.017, 13324 Harper Court, Zoned R-1-15 (Single-family), Ward 7

**Variance 2403ZB022**, by owner Gregory Woodard, seeking approval for a side yard setback of 8 feet, where 15 feet is required, Tax Parcel 0807K-01-018.017, 13324 Harper Court, Zoned R-1-15 (Single-family), Ward 7

**Variance 2403ZB023**, by owner Gregory Woodard, seeking approval for a 24-foot tall accessory structure where 14 feet is the height limit, Tax Parcel 0807K-01-018.017, 13324 Harper Court, Zoned R-1-15 (Single-family), Ward 7

**Variance 2403ZB026**, by agent Rebecca Gillum, seeking approval for 5-foot side yard setbacks, where 8 feet is required, Tax Parcel 0811G-04-116.000, 2011 17th Ave, Zoned R-2 (Single-family), Ward 3

**Variance 2403ZB028**, by agent Michael Hester, seeking approval for a 9-foot tall fence along the rear of the property where six feet is the height limit, Tax Parcel 1010K-03-048.000, 2209 Swetman Blvd, R-1-7.5 (Single-Family), Ward 2

**Special Exception 2403SC031**, by agent Tyler Hickman, seeking approval for daiquiri shop, Tax Parcels 0908N-04-004.000, 0908N-04-004.001, 13211 Dedeaux Road, Zoned B-1 (Neighborhood business), Ward 5

**Variance 2403ZB033**, by owners Joseph and Rebecca Cowart, seeking approval for a 2400 detached accessory structure, Tax Parcel 0811B-01-037.000, 2601 15th Avenue, Zoned B-2 (General Business), Ward 3

**Variance 2403ZB034**, by owner Kevin Myers, seeking approval for a 960 square foot accessory structure, Tax Parcel 0811G-06-026.000, 1625 19th Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

**Variance 2403ZB035**, by owner Kevin Myers, seeking approval for a rear yard setback of 50 inches (4.17 ft) and a side yard setback of 53 inches (4.42 feet), Tax Parcel 0811G-06-026.000, 1625 19th Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

**Variance 2403ZB036**, by agent Robert Addison Riemann, seeking approval for an additional wall sign on the eastern elevation, Tax Parcel 0809K-02-002.001, 15223 Creosote Road, Zoned B-4 (Highway-business), Ward 3

**Variance 2403ZB041**, by agent Tiffany Marshall, seeking approval for zero required parking for all future uses, Tax Parcels 0811E-02-042.000, 0811E-02-043.000, 0811E-02-044.000, 1512 30th Ave, 1516 30th Ave, 1518 30th Ave, 1520 30th Ave, 1522 30th Ave, 1528A 30th Ave, 1528B 30th Ave, Zoned T6 (Urban Core Zone), Ward 2

**Variance 2403ZB042**, by agent Tiffany Marshall, seeking approval for backing into city right of way, Tax Parcels 0811E-02-042.000, 0811E-02-043.000, 0811E-02-044.000, 1512 30th Ave, 1516 30th Ave, 1518 30th Ave, 1520 30th Ave, 1522 30th Ave, 1528A 30th Ave, 1528B 30th Ave, Zoned T6 (Urban Core Zone), Ward 2

**Variance 2403ZB043**, by agent David Machado, seeking approval for a building height of 55 feet and 3 inches where 50 feet is the height limit, Tax Parcel 0710P-01-004.000, 2809 34th Avenue, Zoned I-1 (Light-industry), Ward 1

This the 1st day of March 2024  
A. Leslie North, Chairman  
City of Gulfport Zoning Board of Adjustment and Appeals  
PO210200  
IPL0161786  
Mar 6 2024

### STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stephanie Hatcher, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue (s) of:

1 insertion(s) published on:  
03/06/24

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

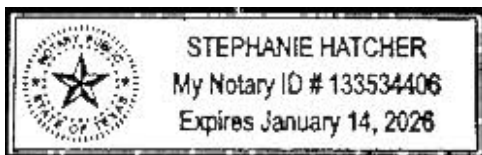
*Stephanie Hatcher*

Sworn to and subscribed before me this 11th day of March in the year of 2024

*Stephanie Hatcher*

Notary Public

\* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



**Samuel J. Sweeting**

RECEIVED  
4-5-24 JJ

**From:** Gregory Holmes  
**Sent:** Friday, April 5, 2024 8:12 AM  
**To:** Su-Lin Featherston; Matilda Welch; Samuel J. Sweeting  
**Subject:** FW: Case # 2403ZB043

FYI

**From:** Katherine Eglund <912submit@gmail.com>  
**Sent:** Friday, April 5, 2024 12:00 AM  
**To:** Gregory Holmes <GHolmes@gulfport-ms.gov>; Brittany L. Rodgers <brodgers@gulfport-ms.gov>  
**Cc:** Glenn Cobb The Deamons <glenncobb71@gmail.com>  
**Subject:** Re: Case # 2403ZB043

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

April 4, 2024

From: Glenn Cobb  
3709 Reynosa Drive  
Gulfport, MS 39501

To: Greg Holmes, Director of Urban Development  
[GHolmes@gulfport-ms.gov](mailto:GHolmes@gulfport-ms.gov)

Brittany Rodgers, Gulfport City Council Clerk  
[brodgers@gulfport-ms.gov](mailto:brodgers@gulfport-ms.gov)

Re: Case # 2403ZB043

I'm respectfully requesting an appeal of the decision to grant the Port of Gulfport a height zoning variance for its property located at 2809 34th Avenue in Gulfport, Mississippi. I object to this project of the Port's and approval of City of Gulfport's Zoning Board of Adjustment and Appeals Case # 2403ZB043 and Tax Parcel 0710P-001-004.000.

The Port continues to advance environmental injustices to our communities, and I ask for a reconsideration, a hearing and further studies. Thank you for consideration of my request.

Glenn Cobb



Katherine Eglund

WhatsApp and Cell Phone: 1+[228-617-0891](tel:228-617-0891)

Twitter: @katherineegland

“The arc of the moral universe is long, but bends towards justice.”- Dr. MLK. “However, we must keep tugging it forward when others try to redirect it”.-Me

## Sent from my iPad- Apologies for Typos

For more information on our Creative Expressions Contest call: 228-617-0891



CITY OF GULFPORT  
ZONING BOARD OF ADJUSTMENT AND APPEALS

14. Variance 2403ZB043

TRANSCRIPT OF HEARING

March 21, 2024

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
ZONING BOARD OF ADJUSTMENT AND APPEALS HELD IN THE CITY  
COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 21ST DAY OF  
MARCH 2024 COMMENCING AT 3:00 P.M. AND REPORTED BY  
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

\*\*\*\*\*

COMMISSION MEMBERS PRESENT:

NATHAN BODDIE, Acting President  
MARY ANN WIGINTON  
ROBERT PHARR, JR.  
HAL KAIGLER  
NICHOLAS HAHN  
MICHAEL DANIELS

STAFF PRESENT:

GREG HOLMES  
SU-LIN FEATHERSTON  
MATILDA WELCH  
SAMUEL SWEETING  
BRYCE KLUGH

1 14. Variance 2403ZB043

2 MR. SWEETING: Variance Case 043. The  
3 applicant is seeking approval for a building height of 55  
4 feet and 3 inches where 50 feet is the height limit at 2809  
5 34th Avenue, zoned I-1, Ward 1. A copy of the packet  
6 considered is hereby offered to the record.

7 MR. BODDIE: Just state your name and your  
8 address.

9 MR. MACHADO: Sure. David Machado, 918  
10 Howard Avenue, Biloxi.

11 I'm with MP Design Group, and we are the  
12 authorized agent for Mississippi State Port Authority.

13 This is their property.

14 If everyone remembers, you know, during  
15 Hurricane Katrina, we had reefer trailers stored on the Port  
16 property, and those were cast, you know, all over West  
17 Gulfport with frozen chicken and other cold storage  
18 products.

19 You know, since that time, the Port has  
20 endeavored to, you know, part of their strategic plan, to  
21 incorporate a cold storage facility that would serve the  
22 Port's needs, as well as some regional needs, for that type  
23 of service for the area.

24 You know, a lot of the height restrictions  
25 here are tied to the airport and the need for the airport.



1 There's a 50 foot blanket around the Port that -- I mean,  
2 I'm sorry -- the airport that for the flight approaches and  
3 things like that.

4                   When you analyze the location of our site  
5 with the FAA site, we're well outside of that concern area  
6 for them. Basically it does like a cone; as you go away  
7 from the runway, the height gets taller.

8                   So that height where we are is roughly 117  
9 feet, something like that, for the airport's concerns.  
10 We've run through all those FAA clearances and got  
11 everything cleared with the airport.

12                   You know, there's numerous billboards in this  
13 area that are much taller than 50 feet. There's a water  
14 tower on this site that's close to 100 feet.

15                   This variance request is, you know, about ten  
16 percent of outside of what your limit is.

17                   And, like I said, it's part of the strategic  
18 plan for the Mississippi State Port Authority and what  
19 they're doing there and part of the growth and a pretty  
20 large obviously economic driver and job creation opportunity  
21 here.

22                   So I'm happy to answer any technical  
23 questions.

24                   We do have representatives from Corex who are  
25 the -- would be the operators and own the facility. This

1 is Port property, but they would be the ones developing and  
2 building the facility. They do this all over the country.

3 So I think it's a great opportunity for  
4 Gulfport.

5 MR. BODDIE: Any questions for Mr. Machado?

6 Thank you, sir.

7 Anybody else here to speak for the petition?

8 Anybody to speak against the petition?

9 Any further discussion or questions for the  
10 staff?

11 MR. DANIELS: I have a quick question. So  
12 you were advised of the limit of 50 feet.

13 MR. MACHADO: Yes.

14 MR. DANIELS: Would that additional five feet  
15 matter that much?

16 MR. MACHADO: It does. Unfortunately, it's a  
17 driver of the insulation and the properties in the building  
18 that basically render it the ability to produce the kind of  
19 volume that they need for the cold storage.

20 The eave height right at the eave on the edge  
21 is like right at 50 feet 3 inches. So it's really close.

22 And the design of the building and the way it  
23 works with the insulation and all that, you know, it's a  
24 gabled roof, so by the time you get to the center point of  
25 that roof, that's where you get to the five foot three inch



1 variance.

2 But, yes, these are what they build all over  
3 the country and serve those different areas and the needs of  
4 various customers that they serve. And, yes, that's the  
5 requirement.

6 And there's representations they make to  
7 their customers on what their capacities are and how they  
8 serve those.

9 MR. BODDIE: Any further questions?

10 MS. WIGINTON: Do you have a planned building  
11 group? I'm just looking at our technical report, and it  
12 says to be considered must have an approved planned building  
13 group to allow for another commercial building on the site.

14 Does that apply to this one, or for the  
15 future?

16 MR. MACHADO: I don't --

17 MS. FEATHERSTON: Yes. At the time the  
18 application was made, it was conveyed to the person that  
19 came to speak to our office about it that in order to do  
20 another commercial building on site, a planned building  
21 group would be required. And that allows for commercial  
22 growth on one property.

23 MR. MACHADO: I understand what you're -- I'm  
24 sorry. I get it now.

25 Yeah, in the event that there's other

1 development.

2 MS. WIGINTON: Is this the cotton compress  
3 property?

4 MR. MACHADO: Yes, ma'am, it sure is.

5 MS. WIGINTON: I'm familiar with it.

6 MR. MACHADO: Yes, ma'am.

7 So and to that point, this is -- there are  
8 some wetlands issues -- or not issues -- there's some  
9 existing wetlands on this site. Right now this pretty well  
10 encompasses the available footprint of developable property  
11 at the cotton compress site.

12 But surely in the event that there's another,  
13 you know, then we would come back for that as part of the  
14 Port's master plan.

15 But at this time, there's no other plans for  
16 this property.

17 MR. BODDIE: Any additional questions?

18 Thank you, sir.

19 MR. MACHADO: Thank you.

20 MR. BODDIE: Any further discussion or  
21 questions for the staff?

22 I'll ask for a motion.

23 MR. PHARR: I make a motion to approve.

24 MR. BODDIE: We've got a motion to approve.

25 MR. KAIGLER: Second.



1 MR. BODDIE: Mr. Pharr?  
2 MR. PHARR: Yea.  
3 MR. KAIGLER: Yea.  
4 MS. WIGINTON: Yea.  
5 MR. DANIELS: Yea.  
6 MR. KAIGLER: Yea.  
7 MR. BODDIE: Motion passes.  
8 MR. MACHADO: Thank you.

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BEFORE THE CITY OF GULFPORT  
ZONING BOARD OF ADJUSTMENT AND APPEALS

Variance 2403ZB043

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Zoning Board of Adjustment and Appeals and that the foregoing 7 pages constitute a true and correct transcription of said hearing held on the 21st day of March 2024.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 15th day of May 2024.

---

NORMA JEAN LADNER SOROE, CSR #1297  
Certified Shorthand Reporter





# Memorandum – City of Gulfport

## ENGINEERING

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

**CC:** Wayne E. Miller, CAO  
Todd Harman, CPA, Director of Finance and Accounting  
Jeremy Harrison, P.E., Director of Engineering  
Tyler Gentry, Director of Public Works  
Legal Department

**From:** George R. Mooney, P.L.S., Staff Surveyor and Staff Engineer

**Date:** 5/21/2024

**Re:** **Recommendation to Accept Landry Trace Subdivision - Phase I  
Water, Sewer, and Sewer Lift Station for Perpetual Maintenance**

---

On April 5, 2024, Engineering and Public Works conducted a warranty inspection of the referenced subdivision (Water, Sewer, and Sewer Lift Station). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer services. Attached is the Warranty Inspection Report and map of its location.

The subdivision has completed the required one-year warranty and at this time I recommend acceptance for perpetual maintenance of the water and sewer system along with the Sewer Lift Station.

Attachments:

1. Warranty 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**

|                            |                                                                                                                                                                                                      |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBDIVISION:</b>        | <b>LANDRY TRACE PHASE 1 (Water and Sewer only)</b>                                                                                                                                                   |
| <b>TYPE OF INSPECTION:</b> | <b>Warranty Inspection</b>                                                                                                                                                                           |
| <b>DATE:</b>               | April 5, 2024                                                                                                                                                                                        |
| <b>PERSONS PRESENT:</b>    | Rick Mooney, Department of Engineering<br>Curtis Thornton, Department of Engineering<br>Brian Jones, Department of Public Works<br>Robert Compton, JLB<br>Andy Phelan, Gulf Coast Development Design |

**CHECKLIST ITEMS****STREETS & DRAINAGE:**

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

**WATER & SEWER:**

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



**TRAFFIC & SAFETY:**

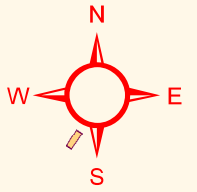
1. Are street name signs correct & in place? ☐.Yes ☐.No ☒.N/A
2. Are traffic control signs correct & in place? ☐.Yes ☐.No ☒.N/A

**PUNCHLIST ITEMS**

1. All sewer clean-outs are to have cast iron lids installed and to be cut low enough to allow cast iron lid to fit level on concrete ring and grouted in place. **COMPLETE**
2. All excess tracer wire to be trimmed and attached to top step of SMH's **COMPLETE**
3. SMH# 1 clean and remove sand and debris **COMPLETE**
4. SMH# 2 Re-grout inside around top ring **COMPLETE**
5. SMH# 6 remove debris and re-grout inside top ring and sidewalk around ring (tripping hazard) **COMPLETE**
6. SMH# 7 Re-grout inside around top ring and grout sidewalk around ring (tripping hazard) **COMPLETE**
7. SMH# 8 Reset SMH ring and grout in place and re-grout inside around top ring **COMPLETE**
8. SMH# 10 Grout infiltration issue **COMPLETE**
9. SMH# 11 Re-grout inside around top ring **COMPLETE**
10. Lot 32 water meter box to be set to grade **COMPLETE**
11. Lot 53/52 curb stops to be set to front of box with valve facing up **COMPLETE**
12. Lot 50/51 water meter box to be set to grade **COMPLETE**
13. Lot 12/13 water meter box to be set to grade **COMPLETE**
14. Lot 33/34 water valve at fire-hydrant to have a concrete ring installed **COMPLETE**
15. Address# 10321-10313 damaged water meter box to be replaced **COMPLETE**
16. Address# 10331-10325 water meter box to be raised **COMPLETE**
17. Address# 10250 NE corner of Caroline and Patrick water valve has a sewer clean-out lid to be replaced with a water valve lid **COMPLETE**
18. Address# 10209 investigate possible water meter leak **COMPLETE**
19. Address# 10200-10186 water meter lid to be replaced **COMPLETE**
20. DMH# 1 has a sewer manhole lid is to be replaced with a DMH lid **COMPLETE**
21. Lift-station to have security light installed, grout lifting eyes, and repair lid on dry well to close properly **COMPLETE**

Signed:  Date: 05/16/2024

Name: Curtis R. Thornton Title: Engineering Technician



1 inch = 338 feet

AUTUMN DR

CHapelWOOD DR

W Landon GREEN CIR

E Landon GREEN CIR

LANDON RD

PHASE 2

PHASE 1

LANDRY TRACE SUBDIVISION







# Memorandum – City of Gulfport

## ENGINEERING

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

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

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

**Date:** 5/22/2024

**Re:** **Recommendation to Accept Southern Breeze Estates Subdivision for Perpetual Maintenance**

---

On March 27, 2024, 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 returning the warranty bond to the owners. The utility bills for the streetlights will then be transferred to the City.

However, the developer does have the remainder of time for the 2-year surety bond in the amount of \$198,800.00 to cover the cost of correcting the non-conforming asphalt pavement.

Attachments:

1. Warranty 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**

|                            |                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBDIVISION:</b>        | <b>Southern Breeze Estates</b>                                                                                                                                                                                                                                                                                                                                             |
| <b>TYPE OF INSPECTION:</b> | <b>Warranty Inspection</b>                                                                                                                                                                                                                                                                                                                                                 |
| <b>DATE:</b>               | March 27, 2024                                                                                                                                                                                                                                                                                                                                                             |
| <b>PERSONS PRESENT:</b>    | Rick Mooney, Department of Engineering<br>Curtis Thornton, Department of Engineering<br>Brian Jones, Department of Public Works<br>Ronald Cook, Department of Public Works<br>James O'Dell, Department of Public Works<br>Mark Kraninger, Department of Public Works<br>Greg Williams, Dirt Inc.<br>Richard Thorson, Excellence Engineering<br>Curtis Wells, On Grade, LLC |

**CHECKLIST ITEMS****STREETS & DRAINAGE:**

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

**WATER & SEWER:**

- |                                                                                       |                                         |                             |                              |
|---------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts?                     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts?                      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> 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. All sewer clean-outs and water valves need cast iron lids installed and to be cut low enough to allow cast iron lid to fit level on concrete ring and grouted in place. **COMPLETE**
2. Water meter boxes are to be flush with sod and to have curb stops exposed with valve facing up. **COMPLETE**
3. All debris to be cleaned from drainage structures. **COMPLETE**
4. All signage to be installed **COMPLETE**
5. All excess tracer wire to be trimmed and attached to top step of SMH's **COMPLETE**
6. Wire spool to be removed from SMH# 9 **COMPLETE**
7. Re-grout around pipes SMH# 10 & SMH# 2 **COMPLETE**
8. Remove debris from SMH# 3 & SMH# 4 **COMPLETE**
9. Grout ring at SMH# 6 **COMPLETE**
10. Sewer clean-out lot# 24/25 depression & possible infiltration near telephone box to be addressed **COMPLETE**
11. Damaged water meter boxes and lids at lots #6,16,20,44,46,47 to be replaced **COMPLETE**
12. Water valve to be raised with lid installed at Southern Pine and Southern Maple **COMPLETE**
13. Water valve at lot# 45 & 32/33 near fire hydrants to be raised **COMPLETE**
14. Drainage pipe in the back of lot# 38 erosion issue is to be addressed **COMPLETE**
15. Drainage structure at lot# 59/61 to be grouted inside at curb **COMPLETE**
16. Grade ponding issue at rear of lots# 21-22 to allow positive water to flow into pipe structure **COMPLETE**
17. Grade drainage easement along rear of lots# 8-16 to allow water to flow North as per plan **COMPLETE**
18. The ADA access point at Southern Maple and Southern Elm is cracked and to be repaired **COMPLETE**
19. The ADA access point at lot# 48 the detectable warning device is missing and is to be installed and cast in place **COMPLETE**

Signed: \_\_\_\_\_

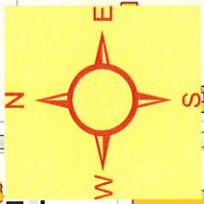


Date: 5/17/2024

Name: Curtis R. Thornton

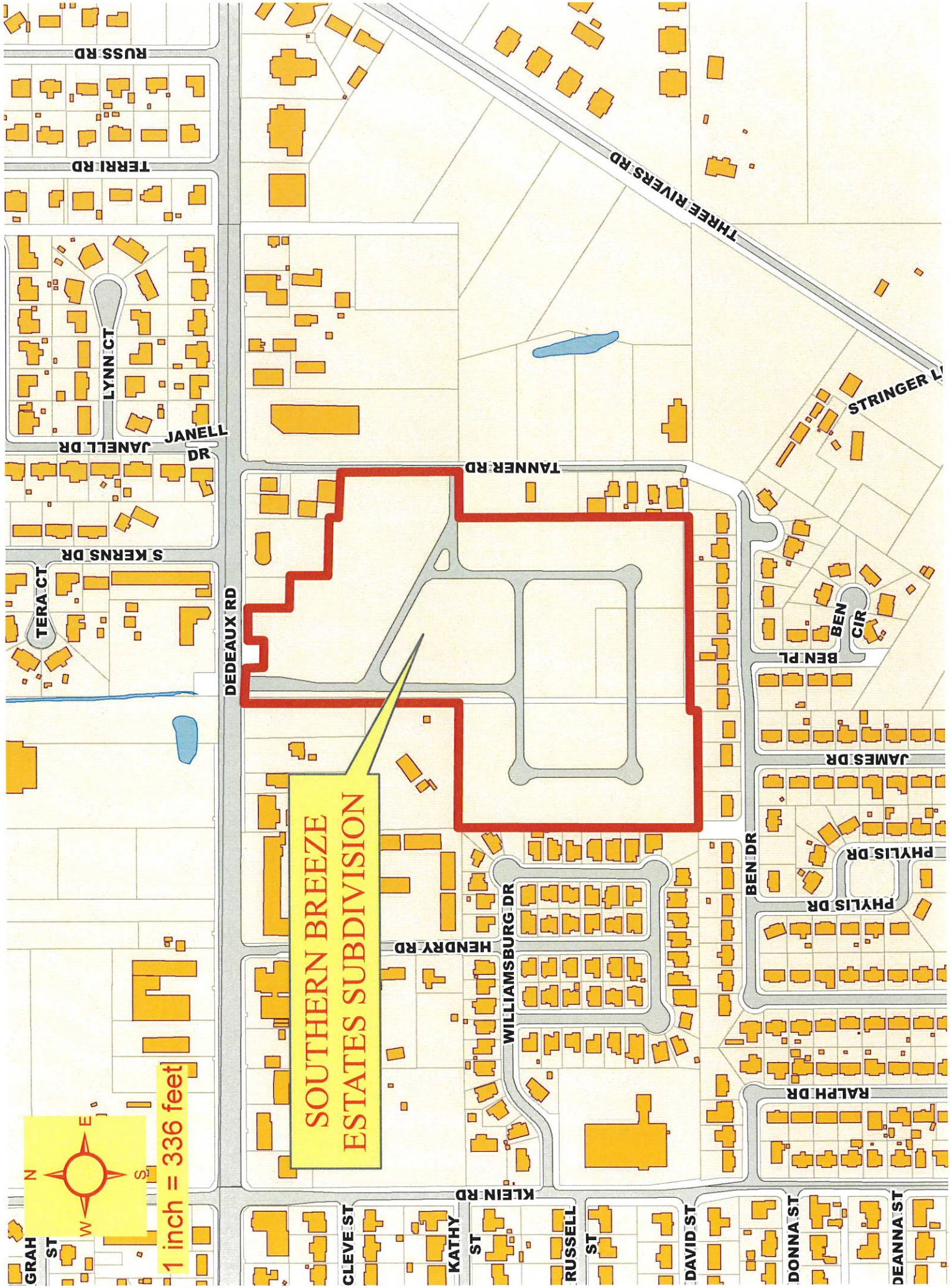
Title: Engineering Technician





1 inch = 336 feet

SOUTHERN BREEZE  
ESTATES SUBDIVISION





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 TO ESTABLISH A LEISURE AND RECREATION DISTRICT  
WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF GULFPORT,  
MISSISSIPPI, AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN  
AND BOUNDARIES OF SAID DISTRICT; AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport, Mississippi, is a duly organized and incorporated municipality pursuant to Section 21-8-1, et seq., of the Mississippi Code of 1972 (as amended); and

**WHEREAS**, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223 which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas included within and the boundaries of said districts; and

**WHEREAS**, the Governor signed House Bill 1223 into law, and the same was effective on and after July 1, 2016 and was codified at *Mississippi Code Annotated* Section 67-1-101; and

**WHEREAS**, *Mississippi Code Annotated* Section 67-1-101 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district" and

**WHEREAS**, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to leave the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District"; and

**WHEREAS**, the governing authority of the City of Gulfport, Mississippi, has determined and hereby finds that the City of Gulfport, Mississippi, would benefit from the establishment of a "Leisure and Recreation District" within the City of Gulfport, located generally at or near 13211 Dedeaux Road, by enhancing pedestrian-oriented areas; and

**WHEREAS**, the governing authority of the City of Gulfport, Mississippi, has further determined that establishment of a "Leisure and Recreation District" in the area of the intersection of Courthouse Road and Pass Road would be in the best interests of the City of Gulfport; and

**WHEREAS**, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and is subject at all times to reasonable regulation; and

**WHEREAS**, subject to the terms and limitations of *Mississippi Code Annotated* Section 67-1-101 and this Ordinance, the City of Gulfport hereby establishes a "Leisure and Recreation District" in the area of 13211 Dedeaux Road as more fully set forth herein.

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

**SECTION 1.** *Creation and establishment of district.* Under the authority granted in Section 1 of House Bill 1223 (2016 Legislative Session), there is hereby established a "Leisure and Recreation District" in the City of Gulfport within the geographic areas and within such boundaries as represented on the geo-referenced Map which is attached hereto as Exhibit "1" and fully incorporated herein.

**SECTION 2.** *Name and boundaries of district.* The "Leisure and Recreation District" established herein shall be known as the "Dedeaux Road Social District" (hereinafter "the District") and shall have the following as its boundaries:

BEGINNING at the northeast corner of the Tax Parcel No. 0908N-04-001.000; thence west along the south right of way line for Dedeaux Road to the northwest corner of Tax Parcel No. 0908N-04-004.000; thence south along the west boundary of and to the southwest corner of Tax Parcel No. 0908N-04-004.000; thence west along the south boundaries of Tax Parcels 0908N-04-004.000, 0908N-04-004.001; 0908N-04-003.000 and 0908N-04-002.000 and an extension of that line across Lynn Avenue to a point on the west

boundary of Tax Parcel No. 0908N-04-001.000; thence south, east and north along the boundaries of Tax Parcel No. 0908N-04-001.000 to the point of BEGINNING.

**SECTION 3.** *Outside Consumption of Alcoholic Beverages Permitted; Conditions.* Any on premise retail alcoholic beverage permittee (hereinafter, "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that licensee may remove an open container of alcoholic beverage and/or wine from the licensed premises and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

- A. A person may not enter a licensed premise with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.
- B. A permittee located in the District may allow alcoholic beverages to be removed from the licensed premises only in an open paper or plastic cup or jug, not larger than one (1) gallon in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.
- C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.
- D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.
- E. Nothing in this ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine, in open containers, from the licensed premises.

**SECTION 4.** *Light wine and beer.* Within the boundaries of the District, the removal of light wine and beer in glass containers or bottles from the licensed premises of a permittee is strictly prohibited. However, a permittee may allow light wine and beer to be removed from the licensed premises in an open paper or plastic cup, not larger than 16 fluid ounces in size.

**SECTION 5.** *Public safety measures.* Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City.

**SECTION 6.** *Definition of alcoholic beverages.* For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, but shall not include light wine and beer, as defined in Section 67-3-3, Mississippi Code of 1972, but shall include native wines.

**SECTION 7.** The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time, with or without notice.

**SECTION 8.** All ordinances or parts thereof in conflict with this ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

**SECTION 9.** Upon receiving unanimous vote of the members of the City Council, this ordinance shall be in full force and effect immediately, because it serves the public peace, health and safety of the citizens of Gulfport and will immediately encourage enhancement of the tourism industry in the City of Gulfport, which has been damaged by Hurricane Katrina, the Deepwater Horizon Oil Spill and the COVID pandemic. It shall be published according to law, spread on the minutes of the Gulfport City Council, and the Council Clerk shall provide a certified copy of this Ordinance and other required documents to the Mississippi Department of Revenue upon its enactment.



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

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

(SEAL)

ATTEST:

ADOPTED:

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

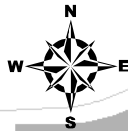
\_\_\_\_\_  
PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR



## Dedeaux Road Social District



**Dedeaux Road Social District**



---

**From:** Cole Lacey <CLacey@sportsfacilities.com>  
**Sent:** Monday, May 13, 2024 1:28 PM  
**To:** Jeff Bruni  
**Cc:** Jim Arnold; Randall Wales; Marquez Singleton  
**Subject:** Re: SFM / Gulfport - (rates for use of facilities at Sportsplex and Goldin) - (proposed increases)  
**Attachments:** Ordinance - 3128 - Signed-1.pdf

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

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Jeff, Randy - After speaking with Marquez a little further. Here is our formal request with justification.

Practice Fees per 1.5 hour blocks

- Grass \$35
- Turf \$45

The reason for moving to 1.5 hour blocks is to maximize field space and field usage throughout the week. What we have learned, in talking with staff, is that teams would rent a field for 1 hour and stay for multiple hours. Utilizing our newly implemented scheduling software, teams will be booking and paying directly online. By changing to 1.5 hour blocks, it'll allow for us to get two separate rentals on a field a night, with proper monitoring, instead of being paid for an hour and the field being taken all night. We have had to turn away teams from being able to practice because of lack of space. To make this complex successful we need to ensure that we are utilizing this complex to its max capacity. Additionally, the raise in cost is a step to getting the fields to where they would fall under fair market value. For instance, in Brandon, they charge \$75 per field.

Tournament Fees

- Turf \$300
- Grass \$225

Once again, these increases are a reflection of the demand for the complex and to concentrate on the upkeep of the complex. We have spoken with numerous event owners that they would pay increased fees to have staff on site to assist with maintenance of the fields. The top facilities in the country provide full service maintenance staff that drags, re-lines and turns over fields throughout the day. The only way that we can provide this service, through increased staffing, is to raise the rates of the field. Furthermore, based off of our initial conversations for the 2024 calendar, almost every weekend had multiple requests for events to be held. We would be doing a disservice to ourselves and the City if we did not capitalize on the increased demand for this facility now that it is part of the SFC network.

Note: We will consider discounted rates based off of usage. For instance, if there is a team that is out there weekly for the year, we will consider lowering the cost for them.

Please let me know if there is anything else you need from us.

**Cole Lacey**

VICE PRESIDENT, VENUE MANAGEMENT

**THE SPORTS FACILITIES COMPANIES**  
MANAGEMENT | DEVELOPMENT | ADVISORY

Cell: 609.680.6761

**sportsfacilities.com**  
**thesfnetwork.com**

[LinkedIn](#) | [Facebook](#) | [YouTube](#)

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**EXHIBIT "A"**

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 AMENDING ORDINANCE NO. 3128 ADOPTED ON APRIL 19, 2022, ESTABLISHING RENTAL RATES AND ASSOCIATED FEES INVOLVING THE RENTAL OR USE OF THE SPORTSPLEX FACILITIES, AND FOR RELATED PURPOSES**

**WHEREAS**, on April 19, 2022, the City of Gulfport’s Governing Authority adopted Ordinance No. 3128 that established rental rates and associated fees involving the use of various City recreational areas and facilities and community / recreation centers and since the date of such adoption, the Governing Authority has entered into a contract with SFM GPT, LLC for the operation and maintenance of the City’s Gulfport Sportsplex and Goldin Sportsplex facilities, to include the management and oversight of use of these facilities, with such contract going into effect on April 1, 2024; and

**WHEREAS**, in accordance with the City’s contract with SFM GPT, LLC, any changes to rates and fees associated with use of these facilities must be approved in advance by the City’s Governing Authority and any requests from SFM GPT, LLC to modify the same must be substantiated with justification for the same; and

**WHEREAS**, attached hereto as Exhibit “A” is the written request of SFM GPT, LLC dated May 13, 2024, seeking modification of the rates and fees set out in Ordinance No. 3128 as applicable to the Gulfport Sportsplex and Goldin Sportsplex facilities; and

**WHEREAS**, since the Governing Authority previously established rates and fees with respect to such use on April 19, 2022, with the adoption of Ordinance No. 3128, the Governing Authority hereby finds that the basis for modification of these previously-approved rates and



fees, as provided by SFM GPT, LLC in its attached written May 13, 2024, request, is reasonable and there is a need to further modify these as set out herein and a need to correspondingly amend Ordinance No. 3128.

**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 Paragraphs 9 and 10 in Section 2 in Ordinance No. 3128 adopted by the City of Gulfport's Governing Authority on April 19, 2022, which presently reads as follows:

**SECTION 2.** That rental fees for community centers and recreational centers and recreational activities fees shall be, as follows:

\*\*\*\*

1. Sportsplex
  - a. Grass field: Practice - \$20.00; Tournament - \$150.00
  - b. Turf field: Practice - \$25.00; Tournament - \$225.00
2. Goldin Sports Complex
  - a. Practice field - \$20.00
  - b. Tournament - \$150.00

should be, and hereby is, amended in its entirety to read as follows (with deletions stricken through and in bold and underlined and additions in bold and underlined):

**SECTION 2.** That rental fees for community centers and recreational centers and recreational activities fees shall be, as follows:

\*\*\*\*

1. Sportsplex
  - a. Grass field: Practice **use fee based on one (1) and a half hour (1.5 hour) increments / blocks / time periods ~~-\$25.00 = \$35.00 (per 1.5 hour and per field)~~**; Tournament **use fee**

**based on a per day increment / block / time period ~~-\$150.00~~**  
**= \$225.00 per field**

b. Turf field: Practice **use fee based on one (1) and a half hour (1.5 hour) increments / blocks / time periods - ~~\$25.00~~ = \$45.00 (per 1.5 hour and per field);** Tournament **use fee based on a per day increment / block / time period ~~-\$225.00~~ = \$300.00 per field**

2. Goldin Sports Complex

a. **Soccer/Football field and Softball/Baseball field:**

Practice **field ~~-\$20.00~~ use fee based on one (1) and a half hour (1.5 hour) increments / blocks / time periods = \$35.00 (per 1.5 hour and per field)**

b. **Soccer/Football field and Softball/Baseball field:**

Tournament **~~-\$150.00~~ use fee based on a per day increment / block / time period ~~-\$150.00~~ = \$225.00 per field**

**SECTION 3.** All provisions in Ordinance No. 3128 adopted by the City of Gulfport's Governing Authority on April 19, 2022, not in conflict herewith shall remain in full force and effect as provided.

**SECTION 4.** To provide for the immediate and temporary preservation of the public peace, health and safety associated with the ongoing use of the above identified facilities within the City's Department of Leisure Services, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage. The rental fees set forth herein shall apply to those bookings made after the effective date of the ordinance.



**SECTION 5.** The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance partially amends Ordinance No. 3128 adopted by the City of Gulfport’s Governing Authority on April 19, 2022, with respect to rates and fees for use of the City’s Sportsplex and Goldin Sports Complex facilities / fields.” 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





## Human Resources

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

Human Resources  
1422 23<sup>rd</sup> 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:** Exemption Status Change for Assistant to City Attorney / Office Manager

**DATE:** May 23<sup>rd</sup>, 2024

---

The HR Manager with the approval of the CAO would like to regrade the Assistant to City Attorney / Office Manager from Grade 204 Step 9 at \$44,529.47 to Grade 112 Step 11 at \$44,762.56.

This request is due to the new FLSA threshold increases and an evaluation of job duties performed by Assistant to the City Attorney / Office Manager. This position needs to be classified as Non-Exempt.

Please provide an ordinance to regrade (1) Assistant to City Attorney / Office Manager from Grade 204 Step 9 at \$44,529.47 to Grade 112 Step 11 at \$44,762.56.

This Office Manager PSN will be in the same grade as the Office Manager PSN located in Leisure Services.

This change will be effective June 24<sup>th</sup>, 2024.

Grade 204 Step 0 – Step 40: \$40,750.63 - \$60,672.14

Grade 112 Step 0 – Step 40: \$34,749.74 - \$51,737.63

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 RE-CLASSIFYING THE GRADE ASSIGNED TO THE “ASSISTANT TO THE CITY ATTORNEY / OFFICE MANAGER” POSITION IN THE SALARY GRADE SCHEDULE IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES**

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

**WHEREAS**, the Administration, on recommendation of its Human Resources Manager, seeks to re-classify the Grade assigned to the position of “Assistant to the City Attorney / Officer Manager” in the “Salary Grade Schedule” previously approved by the City’s Governing Authority so as to make the same in line with this position’s job duties and responsibilities and in doing so, this would necessitate the need to change the Grade for this position from Grade 204 to Grade 112; and

**WHEREAS**, the salary of compensation for employees holding this position of “Assistant to the City Attorney / Office Manager” would, upon such change in its Grade in the “Salary Grade Schedule,” fall within the range set for Grade 112 (\$40,156.93 - \$59,788.19).

**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) “Assistant to the City Attorney / Office Manager” position is hereby re-classified from Grade 204 to Grade 112 in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”) and as amended since, with funds hereby budgeted up to Step 11 in Grade 112 for this position, with such funds to come from within the budgeted amounts in the affected Department.

**SECTION 3.** That the salary of compensation for the employees holding this one (1) 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 re-classifies and changes the Grade assigned to the position of ‘Assistant to the City Attorney / Officer Manager’ in the ‘Salary Grade Schedule’ previously approved by the City’s Governing Authority from Grade 204 to Grade 112. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing 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



## Human Resources

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

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

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

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

**RE:** Exemption Status Change for Budget Analyst – Public Works

**DATE:** May 23<sup>rd</sup>, 2024

---

The HR Manager with the approval of the CAO would like to regrade the Budget Analyst - Public Works from Grade 205 Step 3 at \$45,330.74 to Grade 111 Step 21 at \$45,729.50.

This request is due to the new FLSA threshold increases and an evaluation of job duties performed by the Budget Analyst – Public Works. This position needs to be classified as Non-Exempt.

Please provide an ordinance to regrade (1) Budget Analyst - Public Works from Grade 205 Step 3 at \$45,330.74 to Grade 111 Step 21 at \$45,729.50.

This change will be effective June 24<sup>th</sup>, 2024.

Grade 205 Step 0 – Step 40: \$44,010.34 - \$65,525.40

Grade 111 Step 0 – Step 40: \$37,182.27 - \$55,359.33



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 RE-CLASSIFYING THE GRADE ASSIGNED TO THE “BUDGET ANALYST – PUBLIC WORKS” POSITION IN THE SALARY GRADE SCHEDULE IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES**

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

**WHEREAS**, the Administration, on recommendation of its Human Resources Manager, seeks to re-classify the Grade assigned to the position of “Budget Analyst – Public Works” in the “Salary Grade Schedule” previously approved by the City’s Governing Authority so as to make the same in line with this position’s job duties and responsibilities and in doing so, this would necessitate the need to change the Grade for this position from Grade 205 to Grade 111; and

**WHEREAS**, the salary of compensation for employees holding this position of “Budget Analyst – Public Works” would, upon such change in its Grade in the “Salary Grade Schedule,” fall within the range set for Grade 111 (\$37,182.27 - \$55,359.33).

**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) “Budget Analyst – Public Works” position is hereby re-classified from Grade 205 to Grade 111 in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”) and as amended since, with funds hereby budgeted up to Step 21 in Grade 111 for this position, with such funds to come from within the budgeted amounts in the affected Department.

**SECTION 3.** That the salary of compensation for the employees holding this one (1) 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 re-classifies and changes the Grade assigned to the position of ‘Budget Analyst – Public Works’ in



the ‘Salary Grade Schedule’ previously approved by the City’s Governing Authority from Grade 205 to Grade 111. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing 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





## Human Resources

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

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

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

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

**RE:** Exemption Status Change for (2) Inspector/Plans Review positions

**DATE:** May 23<sup>rd</sup>, 2024

---

The HR Manager with the approval of the CAO would like to regrade the (2) Inspector/Plans Review positions from Grade 203 Step 21 at \$46,405.84 to Grade 111 Step 23 at \$46,648.66

This request is due to the new FLSA threshold increases and an evaluation of job duties performed by the Inspector/Plans Review positions in Urban Development. This position needs to be classified as Non-Exempt.

Please provide an ordinance to regrade (2) Inspector/Plans Review positions from Grade 203 Step 21 at \$46,405.84 to Grade 111 Step 23 at \$46,648.66

This change will be effective June 24<sup>th</sup>, 2024.

Grade 203 Step 0 – Step 40: \$37,732.25 - \$56,178.18

Grade 111 Step 0 – Step 40: \$37,182.27 - \$55,359.33

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 RE-CLASSIFYING THE GRADE ASSIGNED TO THE “INSPECTOR / PLANS REVIEW” POSITIONS IN THE SALARY GRADE SCHEDULE IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES**

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

**WHEREAS**, the Administration, on recommendation of its Human Resources Manager, seeks to re-classify the Grade assigned to the current two (2) positions of “Inspector / Plans Review” in the “Salary Grade Schedule” previously approved by the City’s Governing Authority so as to make the same in line with this position’s job duties and responsibilities and in doing so, this would necessitate the need to change the Grade for these two (2) positions from Grade 203 to Grade 111; and

**WHEREAS**, the salary of compensation for employees holding the position of “Planner I” would, upon such change in its Grade in the “Salary Grade Schedule,” fall within the range set for Grade 111 (\$37,182.27 - \$55,359.33).

**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 the two (2) “Inspector / Plans Review” positions are hereby re-classified from Grade 203 to Grade 111 in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”) and as amended since, with funds hereby budgeted up to Step 23 in Grade 111 for both of these positions, with such funds to come from within the budgeted amounts in the affected Department.

**SECTION 3.** That the salary of compensation for the employees holding the position of “Inspector / Plans Review” 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 re-classifies and changes the Grade assigned to the position of ‘Inspector / Plans Review’ in the ‘Salary Grade Schedule’ previously approved by the City’s Governing Authority from Grade 203 to Grade 111. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing 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



## Human Resources

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

Human Resources  
1422 23<sup>rd</sup> 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:** Exemption Status Change for Planner I

**DATE:** May 14<sup>th</sup>, 2024

---

The HR Manager with the approval of the CAO would like to regrade the Planner I position in Urban Development from grade 202, step 19 at \$42,133.52 to Grade 110 Step 20 at \$42,327.02

This request is due to the new FLSA threshold increases and an evaluation of job duties performed by planner 1. This position needs to be classified as Non-Exempt. This change will effect a total of 2 Planner I position's.

Please provide an ordinance to regrade (2) Planner I position's to Grade 110, funded up to Step 20 at \$42,327.02. This change will be effective June 24<sup>th</sup>, 2024.

Grade 202 Step 0 – Step 40: \$34,936.86 - \$52,016.22

Grade 110 Step 0 – Step 40: \$34,749.74 - \$51,737.63



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 RE-CLASSIFYING THE GRADE ASSIGNED TO THE “PLANNER I” POSITIONS IN THE SALARY GRADE SCHEDULE IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES**

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

**WHEREAS**, the Administration, on recommendation of its Human Resources Manager, seeks to re-classify the Grade assigned to the current two (2) positions of “Planner I” in the “Salary Grade Schedule” previously approved by the City’s Governing Authority so as to make the same in line with this position’s job duties and responsibilities and in doing so, this would necessitate the need to change the Grade for these two (2) positions from Grade 202 to Grade 110; and

**WHEREAS**, the salary of compensation for employees holding the position of “Planner I” would, upon such change in its Grade in the “Salary Grade Schedule,” fall within the range set for Grade 110 (\$34,749.74 - \$51,737.63).

**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 the two (2) “Planner I” positions are hereby re-classified from Grade 202 to Grade 110 in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”) and as amended since, with funds hereby budgeted up to Step 20 in Grade 110 for both of these positions, with such funds to come from within the budgeted amounts in the affected Department and with this re-classification of Grades to be effective June 24, 2024.

**SECTION 3.** That the salary of compensation for the employees holding the position of “Planner I” 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 re-classifies and changes the Grade assigned to the position of ‘Planner I’ in the ‘Salary Grade Schedule’ previously approved by the City’s Governing Authority from Grade 202 to Grade 110. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing 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





## Human Resources

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

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

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

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

**RE:** Exemption Status Change for Planner II

**DATE:** May 23<sup>rd</sup>, 2024

---

The HR Manager with the approval of the CAO would like to regrade the Planner II from Grade 204 Step 12 at \$45,865.30 to Grade 111 Step 22 at \$46,186.80.

This request is due to the new FLSA threshold increases and an evaluation of job duties performed by the Planner II in Urban Development. This position needs to be classified as Non-Exempt.

Please provide an ordinance to regrade (1) Planner II from Grade 204 Step 12 at \$45,865.30 to Grade 111 Step 22 at \$46,186.80.

This change will be effective June 24<sup>th</sup>, 2024.

Grade 205 Step 0 – Step 40: \$44,010.34 - \$65,525.40

Grade 111 Step 0 – Step 40: \$37,182.27 - \$55,359.33

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 RE-CLASSIFYING THE GRADE ASSIGNED TO THE “PLANNER II” POSITION IN THE SALARY GRADE SCHEDULE IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES**

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

**WHEREAS**, the Administration, on recommendation of its Human Resources Manager, seeks to re-classify the Grade assigned to the position of “Planner II” in the “Salary Grade Schedule” previously approved by the City’s Governing Authority so as to make the same in line with this position’s job duties and responsibilities and in doing so, this would necessitate the need to change the Grade for this position from Grade 205 to Grade 111; and

**WHEREAS**, the salary of compensation for employees holding this position of “Planner II” would, upon such change in its Grade in the “Salary Grade Schedule,” fall within the range set for Grade 111 (\$37,182.27 - \$55,359.33).

**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 the one (1) “Planner II” position is hereby re-classified from Grade 205 to Grade 111 in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”) and as amended since, with funds hereby budgeted up to Step 22 in Grade 111 for this position, with such funds to come from within the budgeted amounts in the affected Department.

**SECTION 3.** That the salary of compensation for the employees holding this one (1) 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 re-classifies and changes the Grade assigned to the position of ‘Planner II’ in the ‘Salary Grade

Schedule' previously approved by the City's Governing Authority from Grade 205 to Grade 111.

A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing 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



## Human Resources

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

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

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

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

**RE:** Refill the Project Manager Position in the Department of Engineering

**DATE:** May 23<sup>rd</sup>, 2024

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The Director of Engineering with the approval of the CAO would like to refill the Project Manager position located in the Department of Engineering. This position is being brought to council because it meets the \$55,000 threshold ordinance put in place by council.

Please provide an ordinance to re-establish this position in Grade 207 at Step 15 which is \$59,510.36

This position will be vacated on May 31<sup>st</sup>, 2024. This position will be advertised from Step 0 - Step 15.

Grade 207 Step 0 – Step 40: \$51,334.16 - \$76,429.57





**City of Gulfport, Mississippi**  
Job Description

## **Project Manager** (EPM)

Department: 325 - Engineering

EEO Class: Technical

Date Written: 05/23/2024

FLSA Status: Exempt

Date Approved:

### **Position Overview**

The Project Manager will provide oversight for all phases of Engineering projects, including all coordination, ensuring that all projects are being adhered to, meet quality standards, and proceed on schedule and within budget.

### **Essential Job Functions**

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- With direction from Director or Assistant Director, responsible for overall prioritization of all engineering projects.
- Assist the engineering team with scheduling all projects; ensuring that timelines and budgets are adhered to.
- Track and control project schedules and associated costs to achieve completion of project within time and budget.
- Identify problems and potential problems affecting project deadlines and take necessary corrective actions.
- Review the timely approval of all change orders and billings, and cost control budget adjustments.
- Manages and publishes project schedules as it applies to all on-going projects. Review with engineering team members on a weekly basis.
- Develops and implements a quality assurance/quality control program/grant compliance and oversees execution.
- Serves as the day-to-day contact regarding project execution.
- Conducts field inspections.
- Assist in the preparation of reports, plans, proposals, and grant applications.
- Attend meetings as the City's and the Department's representative.
- Coordinates the schedules of the Director and Assistant Director
- Respond to public requests and concerns.
- Perform related duties as assigned.

### **Knowledge, Skills and Abilities**

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Experienced working on both private and public works projects.

- Ability to work under pressure and coordinate numerous activities and groups of people who need to cooperate to achieve maximum efficiency.
- Excellent oral and written communication skills.
- Critical thinking and problem solving skills, planning and organizing, decision making, and team work.
- Knowledge of project management technical tools.
- Working knowledge of cost control, budgeting and accurate reporting.
- Ability to communicate effectively with the public.
- Advanced computer skills with the ability to use Microsoft Word, Excel, Outlook, Project and PowerPoint.
- Familiarity with database information flow/costing software (CMIC)
- Knowledge of AutoCAD and other BIM software.
- Establish and maintain cooperative and effective working relationships with other employees, and contractors.
- Prepare clear and concise reports on technical material.
- Possess strong customer service skills.

### **Education and Experience**

Bachelor degree in engineering, business, or related field. Experience leading projects. Strong time management and organizational skills, with the ability to multi-task. Works well interacting and collaborating in a team environment, as well as independently. Must be self motivated and have strong problem solving skills, and take proactive initiatives. Must be willing to work the hours necessary to meet project deadlines and specific tasks. One to two years project management experience. Other combinations of experience and education which meets the minimum requirements may be substituted

### **Required Licenses or Certificates**

Must possess valid driver's license with insurable driving record.

### **Physical Demands and Working Conditions**

Physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR ONE (1) “PROJECT MANAGER” POSITION IN THE DEPARTMENT OF ENGINEERING IN THE CITY OF GULFPORT, MISSISSIPPI AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES**

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

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

**WHEREAS**, the salary of compensation for the employees holding the following position shall fall within the ranges set for the corresponding Grade noted and should be presently set at the noted Steps within this Grade: one (1) “Project Manager” position in the City’s Department of Engineering, which shall fall within the range set for Grade 207 (\$51,334.16 - \$76,429.57); 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) “Project 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) “Project Manager” position is hereby added to and funded as the third such position in “Grade 207” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with funds hereby budgeted up to Step 15 for this position, with such funds already (previously) included in the budget related thereto.

**SECTION 3.** That the salary of compensation for the employee holding this one (1) position in the City’s Department of Engineering 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) ‘Project Manager’ position in Grade 207 in the City’s ‘Salary Grade Schedule’ and for those employees serving in this position. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing 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 TO APPROVE AGREEMENT BETWEEN THE UNIVERSITY OF SOUTHERN MISSISSIPPI AND THE CITY OF GULFPORT WITH RESPECT TO STUDENT INTERNSHIPS IN THE POLICE DEPARTMENT, AND FOR RELATED PURPOSES**

**WHEREAS**, the University of Southern Mississippi (“USM”) desires that Criminal Justice students from its institution be permitted to “job shadow” and serve as “interns” alongside employees of the Police Department in an effort to assist with career and job track decisions and to provide them with practical experience in real world situations, and in furtherance of these students’ educations; and

**WHEREAS**, prior to a student interning with the City of Gulfport, the City and USM wish to execute a “Memorandum of Agreement” which sets out the agreements and understandings of the parties, a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, the Governing Authority finds it is in the best interest of the City to approve and authorize execution of the “Memorandum of Agreement” by the Mayor or his designee and it shall be spread across the minutes of the Gulfport City Council within a reasonable period after execution.

**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 “Memorandum of Agreement” attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

**SECTION 3.** That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect 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**





The University of Southern Mississippi  
College of Arts & Science  
School of Criminal Justice, Forensic Science, and Security

MEMORANDUM OF AGREEMENT  
AFFILIATION FOR EXPERIENTIAL EDUCATION

The University of Southern Mississippi, for and on behalf of its School of Criminal Justice, Forensic Science, and Security (hereinafter referred to as "Program") and City of Gulfport, Mississippi, located at 2309 15th Street, Gulfport, Mississippi, (hereinafter referred to as "Facility") desires to set out in writing the terms and respective responsibilities of each party for the experiential education of students. The Program and the Facility agree as follows:

A. Facility Responsibilities:

1. To provide supervision appropriate for the student's level of preparation and continued learning. However, it is understood that students shall not be used in lieu of professional or staff personnel and shall be under appropriate supervision at all times.
2. To share in the responsibility for the education of college students through the cooperation and assistance of its staff and employees along with the faculty of the Program.
3. To accept within its ability to do so, students from the Program for experiential training, and/or learning experiences.
4. To enable the student to gain hands-on experiences through supervised tasks.
5. To communicate clear expectations, direction, and feedback to the student throughout the entirety of the experience.
6. To report on each student's performance and provide a written evaluation of each student's performance as requested by the Program.
7. To orient the student to the Facility and its rules and regulations.
8. To reserve the right to request withdrawal or dismissal of any student whose experiential performance is unsatisfactory, or his/her behavior is disruptive or detrimental to the Facility.
9. To accept no liability nor responsibility for students injured while assigned to the Facility unless such liability arises out of the acts or omissions of Facility, its officers, directors, employees, and agents.

**B. Program Responsibilities:**

1. To send the Facility only such students who have met the eligibility requirements as determined by the Program for the experiential education component of the curriculum.
2. To take action regarding any student whose performance record or conduct does not justify continuance in experiential education. To support rules and regulations governing students that are mutually agreed upon between the Program and the Facility. Program may remove students from experiential education if Program determines in its sole discretion that removal of student is necessary or otherwise in the best interests of student or the Program.
3. To designate a faculty member to coordinate and act as the contact person with a designee of the Facility.
4. To assign students to experiential education only when mutually arranged by the Program and the Facility.
5. To maintain channels of communication for exchange of information with experiential supervisors at the Facility. For the purpose of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), Program hereby designates Facility as a school official with a legitimate educational interest in the educational records of the students who participate in experiential education at Facility to the extent that access to the records is required by Facility to carry out its responsibilities. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

**C. Terms of Agreement:**

1. The Facility and the Program agree that they will comply with all applicable federal statutes and executive orders including Executive Order 11246, as amended by Executive Order 11375; the Equal Pay Act of 1963; Title VII of the Civil Act of 1964, as amended; Title IX to the Educational Amendments of 1972; the Age Discrimination and Employment Act of 1973; the Rehabilitation Act of 1973; and the Vietnam Era Veterans Readjustment Assistance Act of 1974. To ensure compliance with all applicable federal statutes and executive orders, both parties will not discriminate against any student or participant in this program or under this agreement because of race, color, religion, sex, age, handicap, veteran status, marital status or national origin.
2. The Facility and the Program agree they will provide the services outlined in this agreement. The Program and the Facility shall agree upon the number of students participating.
3. Neither party warrants the individual performance or acts of any student participating in this experiential education experience.
4. Facility will hold Program harmless from any claims arising out of the acts or omissions of Facility.
5. Liability of Program is governed by the Mississippi Tort Claims Act, Mississippi Code



Annotation §11-46-1 et seq., subject to the Act's limitations. Nothing herein shall be deemed to waive sovereign or official immunities as may be applicable.

6. This agreement replaces any previous agreement between the parties concerning the subject matter hereof and will commence on the date first indicated below and continue thereafter for a period of five (5) years. Either party may terminate this agreement upon six (6) months prior written notice to the other party but such notice shall not act to discontinue any prescribed period (school semester, etc.) then underway and shall continue until completion of such period.

IN WITNESS THEREOF, the parties hereby execute this Agreement to be effective as of

the 5th day of june, 20 24.

SIGNED:

City of Gulfport, Mississippi

Organization Name

THE UNIVERSITY OF  
SOUTHERN MISSISSIPPI

Organization Name

Billy Hewes Mayor

Printed Name and Title

Dr. Lance Nail, Provost

Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

June 5, 2024

Date

\_\_\_\_\_  
Date

# Gulfport Police Department

## Interoffice Memo



Date: May 24, 2024

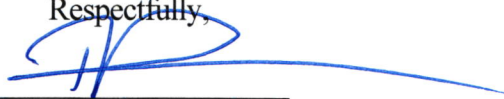
To: Assistant City Attorney Margaret Murdock  
From: Commander Tommy Payne  
Ref: USM Internship Program

---

Please see the attached documentation for a memorandum of understanding regarding the Gulfport Police Department and the University of Southern Mississippi. This MOU is related to the internship program.

Please review for consideration at the next available council meeting.

Respectfully,

A blue ink signature, likely of Tommy Payne, is written over a horizontal line. The signature is stylized and extends to the right.

Tommy Payne, Commander  
Professional Standards Bureau



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 MAULDIN & JENKINS, LLC, TO PROVIDE AUDITING SERVICES TO THE CITY OF GULFPORT FOR THE FISCAL YEAR END 2023 H2O INNOVATION OPERATION & MAINTENANCE, LLC, REPORTS, AND FOR RELATED PURPOSES**

**WHEREAS**, auditing services are needed to assist in the preparation of the fiscal year end 2023 H2O Innovation Operation & Maintenance, LLC, Reports and the services of Mauldin & Jenkins, LLC were sought to complete audit services; and

**WHEREAS**, Mauldin & Jenkins, LLC has submitted proposed Engagement Letters concerning their work as auditors for the City of Gulfport for Fiscal Year End 2023 H2O Innovation Operation & Maintenance, LLC,, as more full set forth in the attached memorandum and supporting documentation from Tyler Gentry, Director of Public Works (See Exhibit “A” hereto); and

**WHEREAS**, the Mayor and Council are of the opinion that entry into the two Engagement Letters for audit services with Mauldin & Jenkins, LLC, attached hereto as Exhibit “A” is in the best interest of the City of Gulfport.

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

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

**SECTION 2.** That the proposed two Engagement Letters be, and they are hereby, approved in the form as is found in Exhibit “A” to this resolution and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

**SECTION 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

**AYES**

**NAYS**

**ABSENT**

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



# Memorandum – City of Gulfport

## PUBLIC WORKS



**TO:** Mayor Billy Hewes and Members of the City Council

**CC:** Wayne E. Miller, P.E., CAO  
Jeremy Harrison, P.E., Director of Engineering  
Todd Harman, CPA, Director of Finance and Accounting  
Legal Department

**FROM:** J. Tyler Gentry, Director of Public Works *JTG*

**Date:** May 23, 2024

**Re:** H2O Innovation Operation & Maintenance, LLC  
End of Year Report FY 2022-2023 (April 2022 – March 2023)  
- Engagement Letters from Mauldin & Jenkins, LLC.

---

Attached for your consideration are two (2) engagement letters from Mauldin & Jenkins, LLC referencing the FY 2022 - 2023 (April 2022 – March 2023) H2O Innovation Operation & Maintenance, LLC “H2O” End of Year Report. The first engagement letter is for the assistance to determine the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City’s Public Works contract with “H2O” ending March 31, 2023. The second engagement letter is for assistance to determine the results of the benchmark performance calculations included in previously mentioned contract. The fee for this work will not exceed \$25,000.

I recommend approval of these items.

Attachment:

1. Mauldin & Jenkins Engagement Letter for Weekly Inspections
2. Mauldin & Jenkins Engagement Letter for Performance Calculations



May 20, 2024

Honorable Billy Hewes, Mayor  
and City Council  
City of Gulfport, Mississippi  
1410 24th Avenue  
Gulfport, Mississippi 39501

Attention: Wayne Miller, Director of Public Works

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Gulfport, Mississippi (the "City").

We will apply the agreed-upon procedures which the City has specified and which are listed below to assist you with respect to determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City's Public Works contracts with Utility Partners, LLC for the twelve months ended March 31, 2023 (subject matter). This agreed-upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures included in this letter do not constitute an examination or review, we will not express an opinion or conclusion on any of the specific elements, accounts, or items referred to in our reports. In addition, we have no obligation to perform any procedures beyond those listed below.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City of Gulfport, Mississippi. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. You understand that the report is intended solely for the information and use of the City and should not be used by anyone other than this specified party. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed, or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will communicate such matters to you.

The specific agreed-upon procedures to be performed are outlined as follows:

- 1) We will select a sample size of 60 reports from the Weekly Inspection Reports completed from April 1, 2022 through March 31, 2023, for the Streets and Drainage Division and Water and Sewer Division and perform the following procedures:
  - a. We will determine that the inspector properly selected the sample from the reports as per the instructions on the Inspection Report.
  - b. We will agree the request information to the Completed Requests Report (or Work Order).
  - c. Production and Response Time Benchmarks:
    - i. We will agree the date initialized and the date closed to the Request and Work Order reports.
    - ii. We will determine the mathematical accuracy of the number of working days from the date initialized and the date closed.
    - iii. We will determine that the inspector used the correct benchmark for the work performed.
    - iv. We will determine that the inspector's conclusion is accurate and properly documented.
  - d. Quality Benchmarks:
    - i. We will determine that pictures of the site are attached to the report (some are digital pictures that are maintained electronically).
    - ii. We will determine that construction activities were adequately described to support the inspector's conclusion.
  - e. We will determine that all failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport representative.



- 2) We will select a sample size of 60 reports from the total Daily Routine Reports (there are five per day) completed from April 1, 2022 through March 31, 2023, for the Streets and Drainage Division for street sweeping, pot-hole patching, ditch cleaning, grass cutting, and sidewalk cleaning and perform the following procedures:
  - a. Production and Response Time Benchmarks:
    - i. We will determine that the inspector used the correct benchmark for the work performed.
  - b. We will determine that the inspector's conclusion is accurate and properly documented.
  - c. Quality Benchmarks:
    - i. We will determine that pictures of the site are attached to the report.
    - ii. We will determine that construction activities were adequately described to support the inspector's conclusion.
  - d. We will determine that all failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport Representative.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the subject matter. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the information related to the agreed-upon procedures.

David Irwin is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for the above services will be \$11,000 for the twelve months ended March 31, 2023. We will submit our bill for services promptly upon rendering the special report.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If this letter defines the arrangements as you understand them, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC

A handwritten signature in black ink, appearing to read "David Irwin", written in a cursive style.

David Irwin

This letter correctly sets forth the understanding of City of Gulfport, Mississippi.

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



May 20, 2024

Honorable Billy Hewes, Mayor  
and City Council  
City of Gulfport, Mississippi  
1410 24th Avenue  
Gulfport, Mississippi 39501

Attention: Wayne Miller, Director of Public Works

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Gulfport, Mississippi (the "City").

We will apply the agreed-upon procedures which the City has specified and which are listed below to assist you with respect to determining the results of the benchmark performance calculations included in the City's Department of Public Works preparation of the Utility Partners for the twelve months ended March 31, 2023 performance report (subject matter). The City is responsible for the contents of the completed annual report. This agreed-upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained within this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose. Because the agreed-upon procedures included in this letter do not constitute an examination or review, we will not express an opinion or conclusion on any of the specific elements, accounts, or items referred to in our reports. In addition, we have no obligation to perform any procedures beyond those listed below.

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There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.



- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will communicate such matters to you. The specific agreed-upon procedures to be performed are outlined as follows:

- 1) We will select a sample of closed work orders called in by individual citizens between April 1, 2022 and March 31, 2023. The sample size should be sufficient to achieve a 95% Confidence Interval and to allow for no more than a 5% Sampling Error Rate. The sample will be selected from a population that excludes work orders initiated by city employees and customers with no contact information.
- 2) We will delineate the sample to ensure that a proportionate number of Water & Sewer and Streets & Drainage work orders were selected. We will further delineate, proportionately, the same samples in these two areas by Ward.
- 3) We will further conduct a survey of the selected work orders to determine answers to the following questions:
  - a. Did the work completed resolve the type of problem?
  - b. Were the employees courteous at all times?
  - c. Was the work completed in a timely manner?
  - d. Was the job site properly cleaned at completion of work?
  - e. Once completed, did the project require rework?
  - f. Was the overall performance satisfactory or unsatisfactory?

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement. You are responsible for the subject matter. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

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We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If this letter defines the arrangements as you understand them, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Thank you for this opportunity to be of assistance.

Sincerely,

MAULDIN & JENKINS, LLC

A handwritten signature in black ink, appearing to read "David Irwin", written in a cursive style.

David Irwin

This letter correctly sets forth the understanding of City of Gulfport, Mississippi.

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

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  
SSERVICE AGREEMENT WITH BREEZY HR, INC.,  
AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport’s Office of Human Resources, to facilitate tracking of employment applications, desires to continue using the applicant tracking system provided by Breezy HR, Inc., and upgrade our current plan and move to the Pro Plan with Breezy HR ATS which will provide for a several additional features that will be helpful to the analytics and reporting of applications, vacancies and positions and will distribute the positions to 50+ job boards; and

**WHEREAS**, the Human Resources Manager has requested approval of a Service Agreement between the City and Breezy HR, Inc., which is attached hereto as a part of Exhibit “A”; and

**WHEREAS**, the City finds that approval and execution of the Service Agreement, 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 Service Agreement between the City of Gulfport and Breezy HR, Inc., as attached hereto as Exhibit “A”, be and the same is hereby approved to the extent that it complies with Mississippi law, and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

**SECTION 3.** That 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

|               |                                                            |                  |                           |
|---------------|------------------------------------------------------------|------------------|---------------------------|
| Customer Name | City of Gulfport                                           | Created Date     | 5/14/2024                 |
| Bill To       | 135 Courthouse Road<br>Gulfport, MS 39501<br>United States | Prepared By      | Kyle Maybury              |
| Contact Name  | Samantha Sherrill                                          | Signer Name      | Samantha Sherrill         |
| Email         | ssherrill@gulfport-ms.gov                                  | Signer Email     | ssherrill@gulfport-ms.gov |
| Phone         | 228-868-5831 ext 6561                                      | Signer Job Title | HR Manager                |

## Pro Plan Features

| Product                | Quantity | Sales Price | Total Price |
|------------------------|----------|-------------|-------------|
| Account Manager Access | 1.00     | \$0.00      | \$0.00      |
| Breezy HR ATS          | 1.00     | \$6,500.00  | \$6,175.00  |
| Data Export            | 1.00     | \$0.00      | \$0.00      |

|                      |                 |             |            |
|----------------------|-----------------|-------------|------------|
| Initial Service Term | One Year        | Subtotal    | \$6,500.00 |
| Payment Terms        | Annual Up Front | Total Price | \$6,175.00 |
|                      |                 | Grand Total | \$6,175.00 |

## Standard Included Features

- Unlimited Positions and Pools
- Unlimited Users
- Unlimited Candidates
- Branded career pages
- Distribute to 50+ job boards
- Privacy, security & GDPR compliance
- Multi Language Support
- World-class resume parsing
- Background screening
- Candidate Automations
- Candidate Questionnaires
- Customizable recruiting pipeline
- EEO data collection & reporting
- Email & Calendar integration
- Interview self-scheduling
- iOS & Android mobile apps
- Live Video Meetings
- Real Time Analytics
- Slack Integration
- Task Management
- Video Assessments
- Automated Reference Checking
- Customizable Interview Guides
- Customizable Scorecards
- Employee Referrals
- Electronic signatures
- External Recruiter Support
- Hello Messenger
- Multiple Recruiting Pipelines
- Advanced Questionnaires (Multi Path)
- Assessment Integrations
- Candidate Comparison
- Nurture Campaigns
- Custom Roles and Permissions
- HRIS Integrations
- Job Approvals
- Offer Approvals
- Offer Management
- Email & Web support
- Online Knowledge Base
- Video Tutorials
- Weekly Webinars
- Priority Support
- Dedicated Account Manager

This Order Form is entered into subject to the Services Agreement attached hereto as Exhibit I, including its attachments, which are incorporated herein by reference.

## Exhibit I

### SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is effective as of the date last signed by the parties below (the "Effective Date") between Breezy HR, Inc., a Delaware corporation ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

By: **Breezy HR, Inc.**

By:

Name: Samiur Rahman

Name:

Title: Managing Director

Address: 434 Fayetteville Street

9th Floor, Raleigh, NC 27601

Email: samiur@breezyhr.com

Date Signed:

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_



# Breezy HR Terms of Service

THESE TERMS OF SERVICE, TOGETHER WITH ANY AMENDMENTS, ORDER FORMS, AND ANY ADDITIONAL AGREEMENTS YOU ENTER INTO WITH BREEZY HR, INC. (“BREEZY HR”, “WE” OR “OUR”) IN CONNECTION WITH THE SERVICE (COLLECTIVELY, “TERMS”), EXCLUSIVELY GOVERN YOUR ACCESS TO AND USE OF OUR BREEZY HR RECRUITMENT SOFTWARE (THE “SERVICE”). THE TERMS APPLY TO YOU IF YOU HOLD AN ACCOUNT WITH US, IF YOU PURCHASE THE SERVICE, OR IF YOU OTHERWISE USE THE SERVICE. PLEASE READ THEM CAREFULLY BEFORE USING THE SERVICE.

BY ACCESSING, USING AND/OR ORDERING THE SERVICE, YOU WARRANT THAT YOU ARE AUTHORIZED TO DO SO, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE USING THE SERVICE ON BEHALF OF AN ORGANIZATION OR LEGAL ENTITY (“ORGANIZATION”), THEN YOU ARE AGREEING TO THESE TERMS ON BEHALF OF THAT ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS. IN THAT CASE, “YOU” AND “YOUR” REFERS TO YOU AND THAT ORGANIZATION.

## 1. The Service

The Service is offered on a software-as-a-service subscription basis subject to the Terms. Breezy HR retains all rights to the Service. We may change the Service in our sole discretion from time to time as we refine it and add more or other features. We may also stop, suspend, or modify the Service at any time without prior notice to you, in any circumstances we reasonably determine to be necessary, including but not limited (i) to perform essential repairs/maintenance to the Service; (ii) where your use of the Service is in breach of your obligations under this agreement; (iii) where payment of the fees for the Service are not paid in a timely manner. We also may impose limitations on bandwidth usage for the Service as we, in our sole discretion, determine to be appropriate.

You acknowledge and agree that the Service operates on, or with, or using application programming interfaces (“APIs”) and/or other services operated or provided by third parties (“Third Party Services”). Breezy HR is not responsible for the operation of any Third Party Services, nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. You are solely responsible for procuring any and all rights necessary to access Third Party Services and for complying with any applicable terms or conditions thereof. Breezy HR does not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between you and Third Party Services is solely between you and that third party, and is governed by such third party’s terms and conditions.

## 2. Pricing and Payment

You shall make payment for the fees as specified in the Terms. All fees are exclusive of all applicable taxes, and you agree to pay any and all taxes that you are obliged to pay by law in relation to any transaction between you and Breezy HR. All payments shall be made in US dollars, unless agreed otherwise in the Terms. All payment will be due within 30 days of the date of the invoice, unless agreed otherwise in the Terms. If Customer requires a purchase order (P.O.), it shall be provided when the Order Form or SOW is signed. In no event shall Customer's failure or delay in providing a P.O. alter its payment obligations under the relevant Order Form or SOW. If you do not make payment when due, in addition to our rights under Section 1, Breezy HR may charge interest on the unpaid amount at the lesser of 1.5% per month or the maximum rate allowed by law.

The Terms will specify the usage limitations applicable to your use of the Service, which may include the maximum number of authorised users and agreed bandwidth. You agree to keep a record of your usage of the Service, including the number of users. Breezy HR reserves the right to monitor your actual use of the Service. Where your actual use exceeds the limitations agreed in the Terms, upon receipt of Breezy HR's invoice, you shall pay additional fees proportionate to your excess use for the remainder of the term. Any credits due to you will be applied on the next invoice against the amounts then due.

## 3. Your Content

In order to make use of the Service, you or your users may upload, create, or input information, (personal) data, documentation, and other materials (together, "Content") into the Service. You have sole responsibility for all Content which you store in the Service, whether publicly posted or privately transmitted by you. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. If you use or rely on any Content or materials posted via the Service or obtained by you through the Service, it is at your own risk. Breezy HR disclaims all liability as regards any of your Content, and will not be liable for (i) any loss or damage of any kind incurred as a result of the use of any Content in the Service, (ii) any losses, costs, or expenses resulting from the loss or corruption of your Content, and/or (iii) any third party claims relating to your Content.

You agree not to upload Content to the Service that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort;

(v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any Content that you post does not and will not violate third party rights of any kind, including, without limitation, any intellectual property rights of third parties, or rights of privacy. We reserve the right to reject and/or remove any Content that we believe, in our sole discretion, violates the Terms.

We also reserve the right to access, read, preserve, and/or disclose any information as we reasonably believe is necessary to (i) perform the Service, (ii) satisfy any applicable law, regulation, legal process or governmental request, (iii) enforce the Terms, including investigation of potential violations, (iv) detect, prevent, or otherwise address fraud, security or technical issues, (v) respond to user support requests, or (vi) protect the rights, property or safety of Breezy HR, its users and/or the public.

You retain full ownership of your Content, but you hereby grant us a worldwide, non-exclusive, irrevocable, transferable, royalty-free license (with the right to sublicense) for the term of the Service, to use, copy, reproduce, process, adapt, modify, publish, transmit, edit, translate, make derivatives, display and distribute any and all Content in connection with providing the Service. This license also includes the right to modify or adapt your Content as part of the Service in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. You also extend these rights to the Third Party Services with whom we work to provide the Service. You represent and warrant that you have the rights and authority necessary to grant the rights granted herein to any Content that you submit, including all necessary rights to upload your content for use in accordance with the Terms.

With written permission from you, we may use your name and logo on our website located at <https://breezy.hr/> for the purpose of marketing Breezy HR and the Service. Use of your name and logo on the website will be revocable by you for any reason, at any time, provided you exercise this right in writing.

## 4. Acceptable use of Breezy HR

Breezy HR is trusted by its users, and we trust you to use our Service responsibly. You agree not to misuse the Service. For example, you must not, and must not attempt to use the Service to or for (i) any unlawful purposes or for promotion of



illegal activities; (ii) post any Content in violation of any applicable law, including intellectual property laws and right of privacy or publicity laws, or any contractual obligation; (iii) impersonate others, or otherwise misrepresent your affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others; (iv) publish or post other people's private or personally identifiable information, such as credit card numbers, street address or Social Security/National Identity numbers; (v) send spam; (vi) publish or link to malicious content intended to damage or disrupt another user's browser or computer or to compromise a user's privacy; (vii) access, tamper with, or use non-public areas of the Service, Breezy HR's computer systems, or the technical delivery systems of Breezy HR's providers; (viii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (ix) access or search the Service by any means other than our publicly supported interfaces (for example, "scraping"); (x) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; (xi) interfere with, or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service. This list is not exhaustive. You and all of your users agree to comply with all local laws regarding online conduct and acceptable content.

We may investigate and/or suspend your account if you violate any of the above rules. Furthermore, we reserve the right to immediately terminate your account without further notice in the event that, in our sole and absolute judgment, you violate the Terms, or abuse the Service.

Some use of our Service may require you to download a client software package ("Software"). Breezy HR hereby grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Service. Your license to use the Software will be automatically revoked if you violate the Terms and if your Service term ends. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Service may update the Software on your device automatically when a new version is available.

## 5. Your Account

You must provide us with accurate information when you create your Breezy HR account. Your Breezy HR account gives you access to the Service. We may maintain different types of accounts for different types of users or organizations. When you connect to Breezy HR through a Third Party Service, you thereby give us permission to access and use your information from that Third Party Service (on such terms as are permitted by that service), and to store your log-in credentials for that service. You may never use another user's Service account without permission.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with Breezy HR or a Third Party Service. We encourage you to use “strong” passwords that use a combination of upper and lower case letters, numbers and symbols with your account. You agree not to disclose your password to any third party. Breezy HR cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must notify Breezy HR immediately upon becoming aware of any breach of security or unauthorized use of your account.

## 6. Support

Breezy HR will provide Technical Support to you via email and Breezy HR’s in-app messaging system on weekdays during the hours of 9:00 am through 5:00 pm EST, with the exclusion of Federal Holidays (“Support Hours”).

You may initiate a helpdesk ticket during Support Hours using our in-app messaging system or by emailing [support@breezyhr.com](mailto:support@breezyhr.com).

Breezy HR will endeavour to provide a response to all Helpdesk tickets within twenty four (24) hours.

## 7. Confidential Information & Customer Data

“Confidential Information” means all information and materials obtained by a party (the “Recipient”) from the other party (the “Disclosing Party”), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, including without limitation any information about the business practices of either party and the Terms. Confidential Information does not include information that (a) is already known to the Recipient prior to its disclosure by the Disclosing Party; (b) is or becomes generally known through no wrongful act of the Recipient; (c) is independently developed by the Recipient without use of or reference to the Disclosing Party’s Confidential Information; or (d) is received from a third party without restriction and without a breach of an obligation of confidentiality. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party’s prior written permission, except as necessary for the provision or use of the Service. The Recipient shall protect the confidentiality of the Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own confidential information, but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law, rule, regulation or court order.

“Prohibited Information” means credit or debit card numbers, passwords, protected health information as defined in HIPAA (45 C.F.R. § 160.103), and information relating to a customer or consumer of a financial institution under GLBA (15 U.S.C. §§ 6801–6809).

“Customer Data” means all permitted electronic data stored by Customer or processed through use of the Subscription Services, Customer Data does not include Prohibited Information.

These confidentiality obligations shall remain in effect for so long as the Confidential Information of the Disclosing Party is retained.

## **8. California Consumer Privacy Act**

“CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations;

No Sale of Company Personal Information to Vendor. Company and Vendor hereby acknowledge and agree that in no event shall the transfer of Company Personal Information from Company to Vendor pursuant to the Agreement constitute a sale of information to Vendor, and that nothing in the Agreement shall be construed as providing for the sale of Company Personal Information to Vendor.

## **9. Intellectual Property Rights in the Service**

All intellectual property rights, titles, and interests in and to the Service are and will remain the exclusive property of Breezy HR or its licensors (as applicable). The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Breezy HR name or any of the Breezy HR trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Breezy HR, or the Service is entirely voluntary and you acknowledge and irrevocably agree that we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Customer retains all rights to its Customer Data, and Breezy HR may use the Customer Data only to provide the Subscription Services and as permitted by this Agreement, and not for any other purpose. Customer is the owner and data controller for its Customer Data. Customer is responsible for the accuracy, integrity, and for obtaining all legally-required consents for, and complying with all data protection laws applicable to the use of Customer Data in the Subscription Services, for examining and confirming results before use, and adopting procedures for identifying and preventing errors in the Customer Data. Each party will use diligence in the protection of Customer Data and in preventing any unauthorized person(s) from gaining access thereto.



## 10. Data protection & Data Security

We care about the privacy of our users. We may collect, use and share personally identifiable information and non-personally identifiable information as described in our Privacy Policy as accessible at <https://breezy.hr/privacy>. To be clear, aside from the exceptions we identify in the Privacy Policy and the Terms, no matter how the Service changes, we won't share your Content with others unless: (a) you have given us permission to do so; (b) we are required to by law or by valid legal process; or (c) we need to do so in order to provide you the Service. By using the Service, you agree to the collection of such information, and to have your personal data collected, used, transferred to, and processed by us and by third parties on our behalf.

We shall implement and maintain reasonable administrative, physical and technical safeguards that are designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any of your data (including any applicant or employee data furnished by you as may be held or accessed by us).

To the extent that GDPR applies to the Services, the terms of the Breezy HR DPA as accessible at <https://breezy.hr/data-protection-addendum> shall apply, and are incorporated into the Terms by reference. To the extent Breezy HR processes your Content in California or outside of the U.S. and such processing is not governed by GDPR, Breezy HR shall process such in accordance with the obligations of a data processor as set forth in the Breezy HR DPA.

## 11. Third Party Links

The Service may have links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any of these third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of those sites. You expressly relieve Breezy HR from any and all liability arising from your use of any third-party website, service, or content and agree that your dealings with any third-party website, service, or content is only between you and such third parties. You agree that we are not responsible for any loss or damage of any sort in your dealings with such third parties. Many of these third party services expressly disclaim all warranties, support or other liabilities or obligations to you in respect of their software or service. For example, Tableau requires us to communicate to you that they shall have no warranty, support or other obligation or liability to you in respect of your use of its software. You should read the applicable Terms of Service and Privacy Policy of any third party link or service before using them.

## 12. Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to any updated terms, please stop using the Service.

## 13. Indemnity

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD BREEZY HR, ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS AND PARTNERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES (ACTUAL AND CONSEQUENTIAL), LOSSES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATED TO ANY THIRD PARTY CLAIMS RELATING TO (A) YOUR USE OF THE SERVICE (INCLUDING ANY ACTIONS TAKEN BY A THIRD PARTY USING YOUR ACCOUNT), AND (B) YOUR VIOLATION OF THE TERMS. IN THE EVENT OF SUCH A CLAIM, SUIT, OR ACTION ("CLAIM"), WE WILL ATTEMPT TO PROVIDE NOTICE OF THE CLAIM TO THE CONTACT INFORMATION WE HAVE FOR YOUR ACCOUNT (PROVIDED THAT FAILURE TO DELIVER SUCH NOTICE SHALL NOT ELIMINATE OR REDUCE YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER).

## 14. Entire Agreement

The Terms will constitute the entire agreement ("Agreement") between Breezy HR and you with respect to the subject matter contemplated herein, and supersede all oral statements and prior writings with respect to the subject matter contemplated herein. This Agreement is entered into after full investigation by each party, and neither party is relying on any statement or representation made by the other not embodied in this Agreement.

## 15. No Warranty - Breezy HR is available "As-Is"

Though we want to provide a great service, there are certain things about the Service we can't promise. THE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER Breezy HR, ITS AGENTS, AFFILIATES, LICENSORS, NOR SUPPLIERS, MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. Breezy HR MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION IN, OR FROM, AN END USER OR CUSTOMER SERVICES ACCOUNT. EXCEPT AS STATED IN THIS SECTION, BREEZY HR DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED

FROM BREEZY HR IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THE TERMS.

Breezy HR is not responsible for the accuracy, completeness, appropriateness, or legality of data, user posts, or any other information posted by a user.

Breezy HR will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service or Software.

Neither Breezy HR nor its affiliates will knowingly introduce any time bomb, virus or other harmful or malicious code designed to disrupt the use of the Subscription Services or Software. Breezy HR hereby warrants that it will provide Subscription Services: (a) with reasonable skill and care, (b) using appropriately qualified and experienced personnel, (c) in accordance with generally accepted industry standards. Breezy HR has the authority to enter into the agreement and perform its obligations in accordance with the terms of this Agreement.

## 16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Breezy HR, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT Breezy HR HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO Breezy HR FOR THE PAST THREE MONTHS OF THE SERVICE IN QUESTION.

The Service is controlled and operated from its facilities in the United States. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## 17. Notice



We may provide notifications, whether these are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by us in our sole discretion.

Any notice provided to Breezy HR hereunder shall be in writing to the notice address set forth above and shall be deemed given: i) upon receipt, if by personal delivery; ii) upon receipt, if sent by certified or registered US Mail (return receipt requested); or iii) one (1) day after it is sent, if by next day delivery by a major commercial delivery service. Notices sent via email are deemed received at the time that the notices are sent.

## 18. Miscellaneous

All sections of the Terms which by their nature should survive termination of any agreement between you and Breezy HR, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

You agree that the Service is primarily delivered from Florida; and these Terms are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You consent to the exclusive jurisdiction and venue of courts in the state of Florida in all disputes arising out of or relating to the Terms. If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that these Terms shall otherwise remain in effect. No waiver shall be implied from conduct or failure to enforce or exercise rights under these Terms. Nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claiming to have waived.

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you without our written permission, but may be assigned by us without restriction. Any attempted transfer or assignment by you will be null and void.

No supplement, modification, or amendment of these Terms shall be binding unless executed in writing by a duly authorized representative of each party.

Neither Breezy HR nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster or Internet disturbance).

Breezy HR may suspend performance under these Terms if you cease business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

Termination is not an exclusive remedy and the exercise of Breezy HR by any remedy under these Terms will be without prejudice to any other remedies it may have under these Terms, by law, or otherwise.

Upon any termination, Customer shall promptly pay all unpaid fees due through the end of the term of any applicable Order Form or SOW. Upon expiration or any termination, Customer shall immediately cease use of the Subscription Services and remove Customer Data using the existing functionality in the Subscription Services. If Customer requires Breezy HR's assistance, the parties will agree to the fees, format and timeline for delivery of such data. Breezy HR will disable access to the applicable Subscription Services upon termination or expiration of the related Order Form or Agreement. Breezy HR will destroy all Customer Data within thirty (30) days after the expiration or termination of the related Order Form; provided, that Breezy HR may retain backup copies of Customer Data for a limited period of time in accordance with Breezy HR's then-current backup policy

## 19. Jurisdiction

Where a dispute arises in connection with this agreement, the parties shall meet in good faith to attempt to resolve it. Where the parties are unable to reach a resolution, the parties submit to the exclusive jurisdiction of the courts of the State of Florida. Each party shall bear its own costs in connection with such an action.

Nothing in this Section shall be deemed as preventing Breezy HR from seeking injunctive or other equitable relief from the courts as necessary to protect any of Breezy HR's proprietary interests. Except as otherwise provided in these Terms, all remedies are cumulative and in addition to (not in lieu of) any other remedies available to a party at law or equity.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY USING THE SERVICE, YOU AND BREEZY HR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## **EXHIBIT A**

### **Technical and Organizational Security Measures**

Breezy HR will only use Customer Data for the purposes of fulfilling its obligations under the Agreement. Breezy HR will maintain and enforce physical and logical security procedures with respect to its access and maintenance of Customer Data contained on Breezy HR servers.

Breezy HR will use reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek to modify or access the Breezy HR servers or the information found therein without authorization. Breezy HR will test its systems for potential security vulnerabilities at least annually.

Breezy HR has a written information security program (“Information Security Program”) that includes administrative, technical, and physical safeguards that protect against any reasonably anticipated threats or hazards to the confidentiality of the Customer Data, and protect against unauthorized access, use, disclosure, alteration, or destruction of the Customer Data. In particular, the Breezy HR’s Information Security Program shall include, but not be limited, to the following safeguards where appropriate or necessary to ensure the protection of Confidential Information and Personal Data:

Access Controls – policies, procedures, and physical and technical controls: (i) to limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized persons and (ii) to authenticate and permit access only to authorized individuals.

Security Incident Procedures – policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Customer Data or information systems relating thereto, and procedures to identify and respond to validated security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

Contingency Planning – policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Customer Data or systems that contain Customer Data, including a data backup plan and a disaster recovery plan.

Device and Media Controls – policies and procedures that govern the receipt and removal of hardware and electronic media that contain Customer Data into and out of a Breezy HR data center, and the movement of these items within a Breezy HR data center, including policies and procedures to address the final disposition of Customer Data.

Audit controls – hardware, software, and/or procedural mechanisms that record activity in information systems that contain or use Customer Data.

Data Integrity – policies and procedures to guard against the unauthorized disclosure, improper alteration, or unauthorized destruction of Customer Data.

Transmission Security – encryption of electronic information while in transit to guard against unauthorized access to Customer Data that is being transmitted over public communications network.



Secure Disposal – policies and procedures regarding the disposal of Customer Data, taking into account available technology that can be used to sanitize storage media such that stored data cannot be practicably read or reconstructed.

Testing – Breezy HR shall regularly test the key controls, systems and procedures of its Information Security Program to verify that they are properly implemented and effective in addressing the threats and risks identified. Tests will be conducted or reviewed in accordance with recognized industry standards (e.g. ISO27001 or SSAE18 and their successor audit standards, or similar industry recognized security audit standards).

Adjust the Program – Breezy HR shall monitor, evaluate, and adjust, as it deems necessary, the Information Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of Customer Data, and internal or external threats to Breezy HR or the Customer Data.

Security Training – Breezy HR shall provide annual security awareness and data privacy training for its employees that will have access to Customer Data.

Confidentiality - Breezy HR shall require that all of its employees who are granted access to Customer Data undergo appropriate screening, where lawfully permitted, and enter into a confidentiality agreement prior to being granted such access.



## Human Resources

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

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

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

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

**RE:** Breezy HR ATS System

**DATE:** May 14<sup>th</sup>, 2024

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Since January of 2022 I have made use of “Breezy HR,” an Applicant Tracking System (ATS) for the City of Gulfport. The cost of the purchase has increased from just under \$5,000 to over \$5,000 for the same product. Breezy does not allow monthly payments for our current plan.

I would like to seek approval from the council to upgrade our current plan and move to the Pro Plan with Breezy HR ATS. This plan will cost \$6,500.00 and can be billed annually or monthly. This cost is budget neutral. We would like to pay this annually amount by Credit Card yearly.

The Pro Plan will allow for a few more features that I believe would be helpful to the analytics and reporting of applications, vacancies and positions and will distribute the positions to 50+ job boards.



## ORDER FORM

|               |                                                     |                  |                           |
|---------------|-----------------------------------------------------|------------------|---------------------------|
| Customer Name | City of Gulfport                                    | Created Date     | 4/24/2024                 |
| Bill To       | 2220 15th St<br>Gulfport, MS 39501<br>United States | Prepared By      | Kyle Maybury              |
| Contact Name  | Samantha Sherrill                                   | Signer Name      | Samantha Sherrill         |
| Email         | ssherrill@gulfport-ms.gov                           | Signer Email     | ssherrill@gulfport-ms.gov |
| Phone         | 1234567890                                          | Signer Job Title | HR Manager                |

## Pro Plan Features

| Product                | Quantity | Sales Price | Total Price | Line Item Description        |
|------------------------|----------|-------------|-------------|------------------------------|
| Account Manager Access | 1.00     | \$0.00      | \$0.00      |                              |
| Breezy HR ATS          | 1.00     | \$6,500.00  | \$6,175.00  | 5% Manager Discount Included |
| Data Export            | 1.00     | \$0.00      | \$0.00      |                              |

|                      |                 |             |            |
|----------------------|-----------------|-------------|------------|
| Initial Service Term | One Year        | Subtotal    | \$6,500.00 |
| Payment Terms        | Annual Up Front | Total Price | \$6,175.00 |
|                      |                 | Grand Total | \$6,175.00 |

## Standard Included Features

- Unlimited Positions and Pools
- Unlimited Users
- Unlimited Candidates
- Branded career pages
- Distribute to 50+ job boards
- Privacy, security & GDPR compliance
- Multi Language Support
- World-class resume parsing
- Background screening
- Candidate Automations
- Candidate Questionnaires
- Customizable recruiting pipeline
- EEO data collection & reporting
- Email & Calendar integration
- Interview self-scheduling
- iOS & Android mobile apps
- Live Video Meetings
- Real Time Analytics
- Slack Integration
- Task Management
- Video Assessments
- Automated Reference Checking
- Customizable Interview Guides
- Customizable Scorecards
- Employee Referrals
- Electronic signatures
- External Recruiter Support
- Hello Messenger
- Multiple Recruiting Pipelines
- Advanced Questionnaires (Multi Path)
- Assessment Integrations
- Candidate Comparison
- Nurture Campaigns
- Custom Roles and Permissions
- HRIS Integrations
- Job Approvals
- Offer Approvals
- Offer Management
- Email & Web support
- Online Knowledge Base
- Video Tutorials
- Weekly Webinars
- Priority Support
- Dedicated Account Manager

This Order Form is entered into subject to the Services Agreement attached hereto as Exhibit I, including its attachments, which are incorporated herein by reference.



There next came on for consideration at a duly authorized meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_ day of June, 2024, the following Resolution:

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

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

**WHEREAS**, with requisite approval of the Attorney General of the State of Mississippi, the City of Gulfport, the City of Biloxi, and the City of D'Iberville Municipalities subsequently entered into four Amended and Restated ILA's all of which only amended the ILA by extending the term and, consequently, extending the term of the Motor Vehicle for Hire Authority

**WHEREAS**, to provide continued consistency in the regulation of motor vehicles for hire within the incorporated municipalities of Gulfport, Biloxi, and D'Iberville, the said municipalities have determined that continuing as members of the Motor Vehicle for Hire Authority is in the best interest of the citizens of each of those municipalities and, in furtherance thereof, have propose the attached Second Amended and Restated Agreement, attached hereto as Exhibit "A" to be approved by each municipal governing authority to be approved by the Attorney General of the State of Mississippi and recorded as required by statute.

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

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

**Section 2.** That the attached THIRD AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES is hereby approved in the form attached as Exhibit "A"

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

**Section 4.** That this Resolution be, and 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:

**YEAS:**

**NAYS:**

**ABSENT:**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of June, 2024.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

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

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved:

\_\_\_\_\_  
Mayor



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

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

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

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

WHEREAS, the Participating Municipalities subsequently entered into four amended and restated versions of the ILA

WHEREAS the current ILA expires by its own terms on July 15, 2024.

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

WHEREAS, the Participating Municipalities desire to amend the ILA to modify the termination date by extending it for an additional two years.

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

**WITNESSETH:**

**ARTICLE I. DURATION, TERMINATION AND AMENDMENT**

**Section 1.01      Duration.**

- A. This Agreement shall be in full force and effect for a period commencing on the effective date hereof (as hereinafter provided) and running through and including July 15, 2026.
- B. **Effective Date.** The effective date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution by the City of Gulfport, the City of Biloxi, and the City of D'Iberville; (2) Execution of the Agreement on behalf of the Cities and (3) Submission of Agreement to the Attorney General and approval or ratification by law, and filing of the Agreement with the Chancery Clerk in conformity with the requirements of Miss. Code of 1972 Ann., as amended, § 17-13-11.

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

**Section 1.03      Amendment or Termination.**

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

**ARTICLE II. STATUTORY AUTHORITY AND PURPOSE**

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

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

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

**Section 2.03      Definitions.**

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



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

### **ARTICLE III. FUNDING**

**Section 3.01**      **Operational Funding.** The Participating Municipalities shall fund the operations of the Motor Vehicle for Hire Authority (the "Authority") by contributing funds each fiscal year in *pro rata* proportions which total the Authority's projected budgeted shortfall (which is defined as budgeted expenses less budgeted revenues) for each respective fiscal year. The *pro rata* proportions shall be measured as follows:

Prior to the termination of the fiscal year, the Administrator of the Authority, using the information maintained by the Authority, shall determine the proportionate share (ie, percentage) of hire vehicle trips in the previous fiscal year which terminated within the boundaries of each Participating Municipality. The percentage attributable to each municipality shall be the percentage amount of amount of each municipality's respective contribution to the Authority's budget shortfall.

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

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

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

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

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

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

**Section 4.06**      **Removal from the Authority.** Any Authority member who

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

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

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

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

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

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

authorized to be imposed by operators and businesses subject to the Authority's Jurisdiction.

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



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

**Section 4.11      Licensing authorized.**

- A.** No person may drive or operate a motor vehicle for hire within the geographic boundaries of the Participating Municipalities unless he or she shall first have been licensed to do so by the Authority. The Authority may adopt rules and regulations establishing standards for the determination of whether it is in the best interest of the health, welfare and safety of the citizens of the Participating Municipalities to grant any Individual an operator's license or permit.
- B.** The Authority may require the applicant for an operator's license or permit to give a reasonable bond, of not more than Five Hundred Dollars (\$500.00), to guarantee the faithful observance of the law as

well as the rules and regulations established by the Authority.

- C. If the Authority refuses to grant an operator's license or permit to an applicant, an appeal may be taken to the City Council of the municipality where the applicant resides or where the applicant's employer is located, according to the procedure established in the Rules and Regulations of the Motor Vehicle for Hire Authority. If the applicant neither resides or is employed by an employer located in any of the Participating Municipalities, appeal shall be taken to the City Council of the one of the municipalities participating in this Agreement. Appeals to the appropriate City Council shall be perfected by the filing of a Notice of Appeal with the Clerk of the Council of the appropriate participating municipality within ten (10) business days of the refusal to grant. The City Council, sitting as an appellate body, shall determine whether the best interest of the health, welfare and safety of the citizens of the Participating Municipalities would be served by permitting said applicant to pursue such vocation in the Participating Municipalities.

#### **Section 4.12      Insurance.**

- A. No permit, license, certificate of registration, or any other documentation shall be issued by the Authority to the owner or operator of any motor vehicle owned or operated for hire in the Participating Municipalities, unless and until such owner or operator shall have filed with, and the same has been approved by, the Authority, an insurance policy, or certificates of insurance in lieu thereof, issued by an insurance company authorized to transact business in this state, in an amount required by the Authority, conditioned to pay any final judgment against the owner or operator for personal injuries or property damages resulting from or arising out of the use, maintenance or operation of the motor vehicle.
- B. The insurance policy or bond, filed with the Authority, as required by this Section, shall contain a provision or endorsement to the effect that the same shall not be cancelled for any cause by either party thereto unless and until ten (10) days' written notice thereof shall have been given to the Authority.

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

Authority shall be cause for revocation or suspension of his/her permit, or a fine not exceeding One Thousand Dollars (\$1,000.00), or both.

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

## **ARTICLE V. GENERAL PROVISIONS**

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

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

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

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

***Signatures on following pages***



THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_  
Billy Hewes, Mayor

ATTESTED BY:

\_\_\_\_\_  
MUNICIPAL CLERK

THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_  
Andrew "FoFo" Gilich, Mayor

ATTESTED BY:

\_\_\_\_\_  
MUNICIPAL CLERK

THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

By: \_\_\_\_\_  
Rusty Quave, Mayor

ATTESTED BY:

\_\_\_\_\_  
MUNICIPAL CLERK



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  
SUPPLEMENTAL AGREEMENT NO. 1 TO CITY’S CONTRACT WITH VOLKERT,  
INC., FOR PROFESSIONAL SERVICES ON THE MIMA PAVING PROJECT,  
AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport has undertaken a paving project within the City limits of the City designed to overlay/repave a large number of public rights of way in the City of Gulfport and contracted with Volker, Inc., to provide certain professional engineering services in connection therewith; and

**WHEREAS**, the City of Gulfport now desires to add to the scope of work for the project to add additional rights of way in the City of Gulfport; and

**WHEREAS**, the City and Volkert have negotiated a Supplemental Agreement (see Exhibit “A” hereto) to the aforementioned contract to expand the scope of work to add the additional streets; and

**WHEREAS**, Council finds it is in the best interest of the City to select and enter into the proposed Supplemental Agreement found at Exhibit “A” hereto for professional services in connection with the MIMA Paving Project.

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

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

**SECTION 2.** That the proposed Supplemental Agreement No. 1 to the City’s Contract with Volkert, Inc., in connection with the MIMA Paving Project, as found in Exhibit “A” hereto, be

and the same is hereby approved, and the Mayor (or his designee) is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

**AYES**

**NAYS**

**ABSENT**

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

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MAYOR





# Memorandum – City of Gulfport

## PUBLIC WORKS

TO: Mayor Billy Hewes and Members of the City Council

CC: Wayne E. Miller, CAO  
Jeremy Harrison, P.E., Director of Engineering  
Todd Harman, CPA, Director of Finance and Accounting  
Legal Department

FROM: J. Tyler Gentry, Director of Public Works

*JTG*

DATE: May 23, 2024

**Re: Recommendation to Approve Supplemental Agreement No. 1 for Professional Services with Volkert, Inc. – MIMA Paving**

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Attached for your consideration is Supplemental Agreement No. 1 for Professional Services with Volkert, Inc. for the referenced project. The cost of these services shall not exceed \$430,282.40. The scope of the services includes, but is not limited to, Develop Pavement Design Recommendations and Roadway Plans for pavement removal and replacement along a large number of public rights of way in the City of Gulfport. The project will be funded via a budget amendment on this Council Meeting.

I recommend approval of this item.

Attachments:

1. Letter from Aaron Cagle, P.E., with Volkert, Inc. dated May 25, 2024
2. Supplemental Agreement No. 1 for Professional Services with Volkert, Inc.

# REQUEST FOR SUPPLEMENTAL AGREEMENT #1



May 25, 2024

Tyler Gentry  
Director of Public Works  
City of Gulfport

RE: Request for Supplemental Agreement to Contract No. 1142900.000 for Pavement Design Recommendations and Roadway Plans  
Project No. 1142900.000 MIMA Paving Professional Services  
Harrison County, Mississippi

Dear Mr. Gentry,

I am writing on behalf of Volkert, Inc. to formally request a supplemental agreement to our existing contract (**Project Number 1142900.000**) with the City of Gulfport. This request is to expand the scope of our services to include the development of Pavement Design Recommendations and Roadway Plans for pavement removal and replacement along a substantial number of public rights of way within the city.

The original contract encompassed the provision of all necessary professional services related to overlaying/repaving numerous public rights of way in Gulfport. However, to ensure the integrity and longevity of these roadways, it is critical to undertake a comprehensive approach that includes detailed pavement design and specific roadway plans for the pavement removal and replacement processes.

Outlined below are the key terms and conditions proposed for this supplemental agreement:

**Scope of Work:** Volkert, Inc. will develop detailed Pavement Design Recommendations and Roadway Plans for the removal and replacement of pavement along designated public rights of way in the City of Gulfport.

**Compensation:** The City of Gulfport (OWNER) shall compensate Volkert, Inc. on a monthly basis for the satisfactory completion of the expanded Scope of Work. This includes all salaries, payroll additives, overhead, direct costs, and the CONSULTANT's fixed fees attributable to this supplemental agreement. The additional compensation for these services shall not exceed **\$430,282.40**.

**Timeline:** The project will commence on **June 4, 2024**, with an anticipated completion date on or before **December 31, 2025**.

We believe that this supplemental agreement is essential to achieving the high standards expected for the City's infrastructure projects and to ensure the long-term success of the pavement improvement efforts. Our team is fully prepared to deliver these expanded services with the same dedication and excellence that have characterized our work under the existing contract.

## REQUEST FOR SUPPLEMENTAL AGREEMENT #1



We kindly request your approval of this supplemental agreement at your earliest convenience to facilitate a seamless transition into the expanded scope of work. Should you have any questions or require further information, please do not hesitate to contact me directly at (769) 220-2530 or [aaron.cagle@volkert.com](mailto:aaron.cagle@volkert.com).

Thank you for your attention to this matter and for your continued trust in Volkert, Inc. We look forward to the opportunity to further contribute to the development and maintenance of Gulfport's public infrastructure.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Cagle'.

Aaron Cagle, P.E.  
Vice President – Mississippi Operations Manager  
Volkert, Inc.

Enclosures: Supplemental Agreement #1



**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO CONTRACT FOR PROFESSIONAL SERVICES**  
**DATED 6/04/24 BETWEEN**  
**CITY OF GULFPORT**  
**AND Volkert, Inc.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the 4<sup>th</sup> day of June, 2024, by and between the City of Gulfport, (hereinafter called the OWNER), and Volkert, Inc. (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the OWNER and the CONSULTANT entered into an Agreement on the 17<sup>th</sup> day of November 2021, (Original Contract) whereby, the CONSULTANT is to provide all necessary professional services associated with overlaying/repaving a large number of public rights of way in the City of Gulfport, all as more specifically set forth in said Agreement, and

WHEREAS, the OWNER now desires to proceed with additional services as described below, and

WHEREAS, the CONSULTANT is agreeable to completing the required work for fees that are acceptable to the OWNER, and

WHEREAS, the Original Contract shall govern this Supplemental Agreement and is incorporated by reference herein,

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided as follows:

Develop Pavement Design Recommendations and Roadway Plans for pavement removal and replacement along a large number of public rights of way in the City of Gulfport

Method of compensation to be as follows:

The OWNER shall pay the CONSULTANT on a monthly basis for the satisfactory completion of the Scope of Work, hereto, for all salaries, payroll additives, overhead, direct costs, and CONSULTANT's fixed fees attributable to this SUPPLEMENTAL AGREEMENT as outlined in Exhibit A. The CONSULTANT agrees to perform these services for an additional compensation not to exceed \$430,282.40.

Time or beginning and completion of work to be as follows:

Beginning the 4<sup>th</sup> of June, 2024 and completing on or before the 31<sup>st</sup> of December, 2025

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Gulfport

CONSULTANT: VOLKERT, INC.

By: (signature)

Print name:

Title:

Date

Signed:

Federal Employer

ID # (Corporation)

Social Security #

(Individual)

By: (signature)

Print name: Aaron Cagle

Title: MS Operations Manager

Date

Signed:

5/25/24

**EXHIBIT A**

**FEES & EXPENSES**



# Summary

|                                  |
|----------------------------------|
| Gulfport Pavement Reconstruction |
| City of Gulfport                 |
| 1142900                          |
| Volkert, Inc.                    |
| 24-Apr-2024                      |

|                                       | Salary Cost  | Overhead     | FCCM     | Total Labor Cost | Direct Cost | Fixed Fee   | Prime Consultant Sub-Total | Sub-Consultant Sub-Total |  | Total Cost   |
|---------------------------------------|--------------|--------------|----------|------------------|-------------|-------------|----------------------------|--------------------------|--|--------------|
| Phase A:                              |              |              |          |                  |             |             |                            |                          |  |              |
| Part __ Pre-Design Meeting            |              |              |          |                  |             |             |                            |                          |  |              |
| Part __ Conceptual Plans              |              |              |          |                  |             |             |                            |                          |  |              |
| Part __ Preliminary ROW Plans         |              |              |          |                  |             |             |                            |                          |  |              |
| Part __ Field Review Plans            |              |              |          |                  |             |             |                            |                          |  |              |
| Part __ Final ROW Plans               |              |              |          |                  |             |             |                            |                          |  |              |
| Phase A Totals                        |              |              |          |                  |             |             |                            |                          |  |              |
| Phase B:                              |              |              |          |                  |             |             |                            |                          |  |              |
| Design Conference                     |              |              |          |                  |             |             |                            |                          |  |              |
| Office Review                         | \$86,567.44  | \$129,167.28 | \$425.05 | \$216,159.77     |             | \$25,888.17 | \$242,047.94               |                          |  | \$242,047.94 |
| Final Plans                           | \$15,815.97  | \$23,599.01  | \$77.66  | \$39,492.64      |             | \$4,729.80  | \$44,222.44                |                          |  | \$44,222.44  |
| Lighting                              | \$22,178.34  | \$33,092.30  | \$108.90 | \$55,379.54      |             | \$6,632.48  | \$62,012.02                |                          |  | \$62,012.02  |
| Burns Cooley Dennis - Pavement Design |              |              |          |                  |             |             |                            | \$12,000.00              |  | \$12,000.00  |
| Tice Engineering - Surveying          |              |              |          |                  |             |             |                            | \$70,000.00              |  | \$70,000.00  |
| Phase B Totals                        | \$124,561.75 | \$185,858.59 | \$611.61 | \$311,031.95     |             | \$37,250.45 | \$348,282.40               | \$82,000.00              |  | \$430,282.40 |
| Phase A +B Totals                     | \$124,561.75 | \$185,858.59 | \$611.61 | \$311,031.95     |             | \$37,250.45 | \$348,282.40               | \$82,000.00              |  |              |

|             |              |
|-------------|--------------|
| Grand Total | \$430,282.40 |
|-------------|--------------|

## Phase B: Office Review Plans

|               | Gulfport Pavement Reconstruction                                                             |                                      |                 |                  |                 |             |  |  |                 |
|---------------|----------------------------------------------------------------------------------------------|--------------------------------------|-----------------|------------------|-----------------|-------------|--|--|-----------------|
|               | City of Gulfport                                                                             |                                      |                 |                  |                 |             |  |  |                 |
|               | 1142900                                                                                      |                                      |                 |                  |                 |             |  |  |                 |
|               | Volkert, Inc.                                                                                |                                      |                 |                  |                 |             |  |  |                 |
|               | 24-Apr-2024                                                                                  |                                      |                 |                  |                 |             |  |  |                 |
| No. of Sheets | Task                                                                                         | Personnel Titles Assigned to Project |                 |                  |                 |             |  |  | Man-Hour Totals |
|               |                                                                                              | Principal                            | Project Manager | Project Engineer | Design Engineer | Admin Asst. |  |  |                 |
|               |                                                                                              | Man-Hours                            |                 |                  |                 |             |  |  |                 |
|               |                                                                                              |                                      |                 |                  |                 |             |  |  |                 |
|               | Title Sheet                                                                                  |                                      |                 |                  | 2               |             |  |  | 2               |
|               | Detailed Index                                                                               |                                      |                 | 5                | 27              |             |  |  | 32              |
|               | General Notes                                                                                |                                      |                 | 9                | 9               |             |  |  | 18              |
|               | <b>Typical Sections</b>                                                                      |                                      |                 |                  |                 |             |  |  |                 |
|               | Add Paving Details & Notes                                                                   |                                      |                 | 9                | 18              |             |  |  | 27              |
|               | <b>Summary of Quantity Sheets</b>                                                            |                                      |                 |                  |                 |             |  |  |                 |
|               | Select Appropriate Pay Items                                                                 |                                      |                 | 27               | 18              |             |  |  | 45              |
|               | Add Footnotes                                                                                |                                      |                 | 9                | 9               |             |  |  | 18              |
|               | <b>Estimated Quantity Sheets</b>                                                             |                                      |                 |                  |                 |             |  |  |                 |
|               | <b>Directions For EQ Sheets:</b>                                                             |                                      |                 |                  |                 |             |  |  |                 |
|               | Earthwork (phased if necessary)                                                              |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Drainage Structures                                                                          |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Permanent Erosion Control                                                                    |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Traffic Control                                                                              |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Pavement Marking (permanent and temporary)                                                   |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Removal Items                                                                                |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Side Drains                                                                                  |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Guardrail                                                                                    |                                      |                 |                  |                 |             |  |  |                 |
|               | Junction Boxes                                                                               |                                      |                 |                  |                 |             |  |  |                 |
|               | Box Culverts                                                                                 |                                      |                 |                  |                 |             |  |  |                 |
|               | Bridge End Pavement                                                                          |                                      |                 |                  |                 |             |  |  |                 |
|               | Permanent Signing                                                                            |                                      |                 | 5                | 5               |             |  |  | 9               |
|               | Hydraulic Design Data                                                                        |                                      |                 |                  | 9               |             |  |  | 9               |
|               | Incidental Construction Items                                                                |                                      |                 |                  |                 |             |  |  |                 |
|               | <b>Plan Profile Sheets</b>                                                                   |                                      |                 |                  |                 |             |  |  |                 |
|               | Sheet Clean-up and Organization                                                              |                                      |                 | 27               | 14              |             |  |  | 41              |
|               | Design & Place Permanent Erosion Control Items                                               |                                      |                 | 36               | 18              |             |  |  | 54              |
|               | Place Earthwork Information (phased if necessary)                                            |                                      |                 | 9                | 5               |             |  |  | 14              |
|               | <b>Traffic Control Detail Sheets</b>                                                         |                                      |                 |                  |                 |             |  |  |                 |
|               | Develop Phasing Narrative (if requested by MDOT)                                             |                                      |                 |                  |                 |             |  |  |                 |
|               | Construction Signing Detail                                                                  |                                      |                 | 18               | 18              |             |  |  | 36              |
|               | TCP Sheets                                                                                   |                                      |                 | 36               | 9               |             |  |  | 45              |
|               | TCP Typical Sections                                                                         |                                      |                 | 36               | 18              |             |  |  | 54              |
|               | Address Comments From Client Review                                                          |                                      |                 | 18               | 18              |             |  |  | 36              |
|               | <b>Special Design Sheets</b>                                                                 |                                      |                 |                  |                 |             |  |  |                 |
|               | Intersection Detail Sheets                                                                   |                                      |                 | 9                | 9               |             |  |  | 18              |
|               | Pavement Marking Detail Sheets                                                               |                                      |                 | 54               | 18              |             |  |  | 72              |
|               | Form Grade Sheets                                                                            |                                      |                 | 54               | 54              |             |  |  | 108             |
|               | "Standard" Special Design Sheets (if design commenced prior to August 2017)                  |                                      |                 |                  |                 |             |  |  |                 |
|               | Miscellaneous Detail Sheets                                                                  |                                      |                 | 9                | 9               |             |  |  | 18              |
|               | Permanent Signing Sheets                                                                     |                                      | 5               | 36               | 54              |             |  |  | 95              |
|               | Box Culvert Sheets                                                                           |                                      |                 |                  |                 |             |  |  |                 |
|               | <b>Standard Drawings</b>                                                                     |                                      |                 |                  |                 |             |  |  |                 |
|               | Determine Necessary Standards & Generate PDF (roadway & box culvert, 2 multi-page pdf files) |                                      |                 | 9                | 9               |             |  |  | 18              |
|               | <b>Cross-Sections</b>                                                                        |                                      |                 |                  |                 |             |  |  |                 |
|               | Add Earthwork Quantities (phased if necessary)                                               |                                      |                 | 14               | 9               |             |  |  | 23              |
|               | Phase Construction Details                                                                   |                                      |                 |                  |                 |             |  |  |                 |
|               | Sheet Clean-up and Detail/Annotation                                                         |                                      |                 | 18               | 18              |             |  |  | 36              |





## Phase B: Final Plans

[illegible]



# BURNS COOLEY DENNIS, INC.

## GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

**Corporate Office**  
551 Sunnybrook Road  
Ridgeland, MS 39157  
Phone: (601) 856-9911  
Fax: (601) 853-2077

**Mailing Address**  
Post Office Box 12828  
Jackson, MS 39236  
[www.bcdgeo.com](http://www.bcdgeo.com)

**Materials Laboratory**  
278 Commerce Park Drive  
Ridgeland, MS 39157  
Phone: (601) 856-2332  
Fax: (601) 856-3552

April 18, 2024

Volkert, Inc.  
111 East Capitol Street, Suite 250  
Jackson, Mississippi 39201

Attention: Mr. Aaron Cagle, P.E.

BCD Proposal No. 240001C-162

**Re: Concrete Pavement Design – Gulfport City Streets  
Gulfport, Mississippi**

Gentlemen:

It is our understanding that the City of Gulfport plans to reconstruct or rehabilitate isolated areas within approximately nine miles of existing concrete pavement. Volkert, Inc. requested a cost proposal from Burns Cooley Dennis (BCD) to provide design assistance for the concrete pavement structure. BCD has also been provided with a geotechnical investigation and pavement coring report from Thompson Engineering of representative pavement sections within the scope of this project. It is our understand that BCD is to use the Thompson Engineering report as needed. At the time of this proposal, it is our understanding that BCD's scope will include the following engineering services:

- Provide recommendations for concrete pavement sections for two classifications of streets; 1) residential and 2) minor arterial.
- Provide recommendations for subgrade and subbase preparation.
- Provide recommendations for reinforcing steel and/or fiber.
- Provide recommendations for concrete mixture design(s).
- Provide recommendations for load transfer devices at joints if required.
- Provide recommendations for expansion / isolation material.
- Provide joint spacing.
- Provide recommendation for joint sealer.

A report will be provided summarizing recommendations for the concrete pavement designs. Based on this scope of work our cost estimate is **\$12,000.00**. We appreciate the opportunity to submit a proposal for this project and look forward to having the opportunity to working with you in the future.

Very Truly Yours,

BURNS COOLEY DENNIS, INC.



Robert Varner, P.E.



**BCD MEETS THE CRITERIA FOR:**

**ASTM E 329  
ASTM C 1077  
ASTM D 3666  
ASTM D 3740**





**TICE**  
**ENGINEERING, INC.**  
ENGINEERS / SURVEYORS

*Trusted Engineers. Experienced Surveyors. Innovative Results.*

---

March 28, 2024

Dave Steele, PE  
Project Engineer  
Volkert, Inc.  
111 East Capitol Street  
Suite 250  
Jackson, MS 39201

REFERENCE: TOPOGRAPHIC SURVEY  
GULFPORT STREETS  
HARRISON COUNTY, MISSISSIPPI  
PC-3031

Mr. Steele:

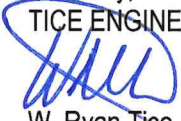
Tice Engineering, Inc. (TEI) is pleased to offer this proposal to provide professional surveying services for the above referenced project. It is our understanding the project will include a topographic survey of the streets identified in *Exhibit A – Site Map* and by *Exhibit B – Itemized Street List* in Gulfport, Mississippi.

Based on a review of the information provided, we propose to submit a lump sum quote of \$70,000. Our scope of work will be in accordance with *Exhibit C – Topographic Survey - Scope of Work*.

Our services will be provided in accordance with *Exhibit A – Site Map*, *Exhibit B – Itemized Street List*, *Exhibit C – Topographic Survey - Scope of Work*, and *Exhibit D - General Terms and Conditions*, and which are attached hereto and made part of this agreement.

Should you have any questions concerning this letter agreement, please do not hesitate to contact me. **If this agreement is acceptable, please execute this document and return a copy to us.**

Sincerely,  
TICE ENGINEERING, INC.

  
W. Ryan Tice, PE  
President

Attachments

**ACCEPTED:**

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

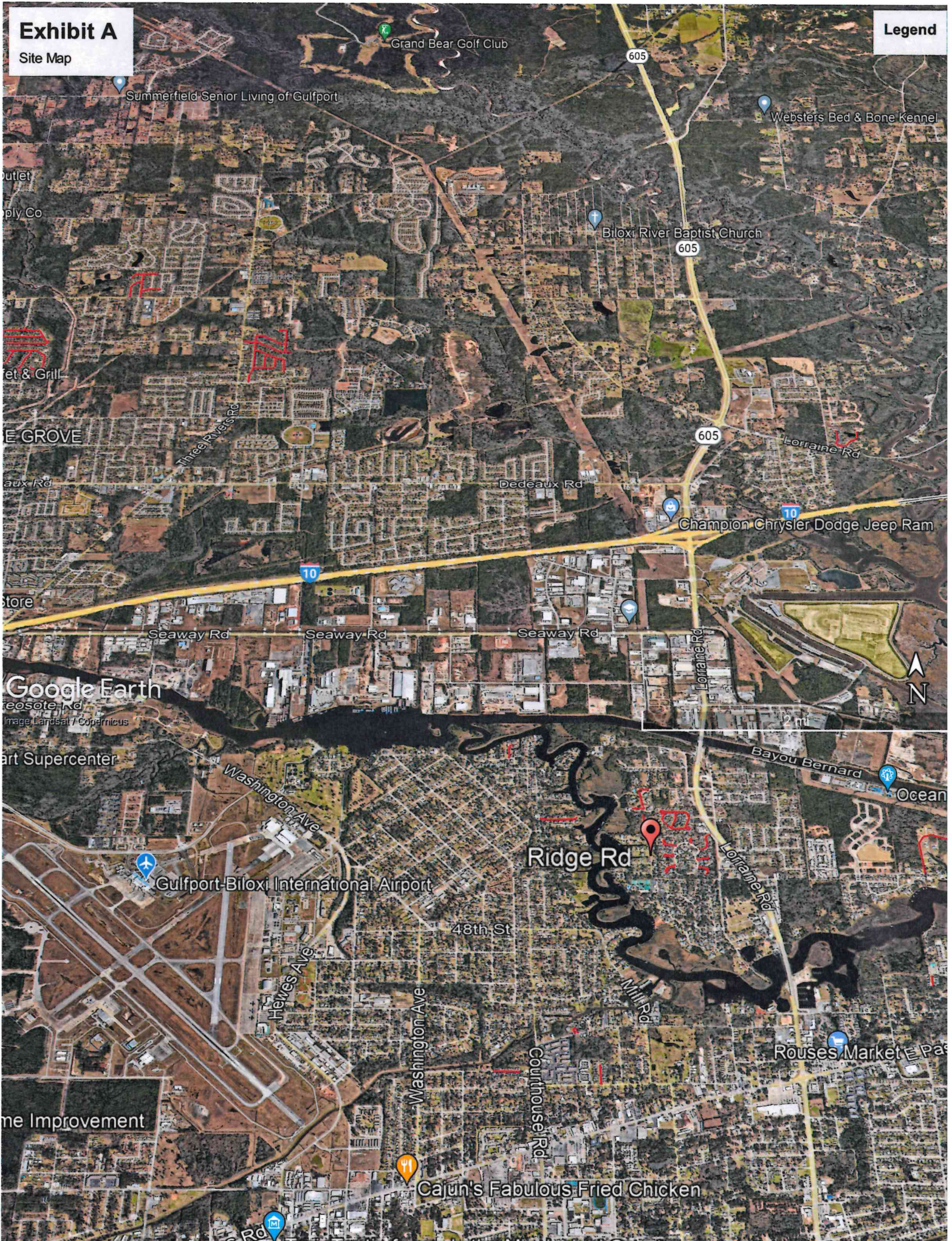
**Date:** \_\_\_\_\_



# Exhibit A

Site Map

Legend





# PC-3031 EXHIBIT B - ITEMIZED STREET LIST

| MIMA PAVING BOND - CONCRETE PHASE |                             |                       |                   |                       |             |            |             |                |                |
|-----------------------------------|-----------------------------|-----------------------|-------------------|-----------------------|-------------|------------|-------------|----------------|----------------|
| Ward                              | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
| <b>WARD 1</b>                     |                             |                       |                   |                       |             |            |             |                |                |
| Ward 2                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 2 PALMER DRIVE              | RED OAK DRIVE         | OAKRIDGE CIRCLE   | Minor/Residential     | 1,830       | 25         | Y           | FR             | POOR           |
|                                   | 2 BROADWATER DRIVE          | PALMER DRIVE          | PALMER DRIVE      | Minor/Residential     | 1,142       | 25         | Y           | FR             | POOR           |
| <b>WARD 3</b>                     |                             |                       |                   |                       |             |            |             |                |                |
| Ward 3                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 3 TURKEY CREEK DR           | HWY 49                | DEAD END          | Minor/Residential     | 667         | 24         | Y           | FR             | POOR           |
|                                   | Sub-Total Minor/Residential |                       |                   |                       | 667         |            |             |                |                |
| <b>WARD 4</b>                     |                             |                       |                   |                       |             |            |             |                |                |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 CANAL ST                  | BEGINNING OF CONCRETE | DEAD END          | Minor/Residential     | 1,184       | 24         | Y           | FR             | POOR           |
|                                   | 4 HANDSBORO PLACE           | COMMERCE ST           | DEAD END          | Minor/Residential     | 522         | 24         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 SPRINGWOOD CT             | MAGNOLIA ST           | DEAD END          | Minor/Residential     | 324         | 23         | Y           | FR             | POOR           |
|                                   | 4 GLENDALE PL               | JOHN EVANS DR         | SWITZER RD        | Minor/Residential     | 1,521       | 25         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 PARK VIEW PLACE           | SWITZER RD            | DEAD END          | Minor/Residential     | 303         | 25         | Y           | FR             | POOR           |
|                                   | 4 SUN TREE LANE             | VICTORIA CIR          | DEAD END          | Minor/Residential     | 472         | 23         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 GREY MONTE CIRCLE         | VICTORIA CIR          | DEAD END          | Minor/Residential     | 263         | 23         | Y           | FR             | POOR           |
|                                   | 4 HONEY SUCKLE LN           | VICTORIA CIR          | DEAD END          | Minor/Residential     | 442         | 23         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 CROSS CREEK PLACE         | VICTORIA CIR          | DEAD END          | Minor/Residential     | 366         | 23         | Y           | FR             | POOR           |
|                                   | 4 RAINWOOD CIR              | VICTORIA CIR          | DEAD END          | Minor/Residential     | 345         | 23         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 MULBERRY LANE             | VICTORIA CIR          | DEAD END          | Minor/Residential     | 280         | 23         | Y           | FR             | POOR           |
|                                   | 4 ASHBURY LN                | VICTORIA CIR          | END OF CONCRETE   | Minor/Residential     | 599         | 23         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 STANTON CIRCLE            | MORNINGSIDE DRIVE     | MORNINGSIDE DRIVE | Minor/Residential     | 2,405       | 24         | Y           | FR ?           | POOR           |
|                                   | 4 ASHBURN LANE              | STANTON CIRCLE        | STANTON CIRCLE    | Minor/Residential     | 491         | 24         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 COLONEL WINK              | COURTHOUSE ROAD       | DEAD END          | Minor/Residential     | 1,071       | 24         | Y           | FR             | POOR           |
|                                   | 4 AUDOBON POINT             | BAYOU CIRCLE          | DEAD END          | Minor/Residential     | 600         | 20         | Y           | FR             | POOR           |
| Ward 4                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 4 RIDGE ROAD                | END OF ASPHALT        | DEAD END          | Minor/Residential     | 680         | 25         | Y           | FR             | POOR           |
|                                   | 4 OAK POINTE LANE           | HILLCREST ROAD        | DEAD END          | Minor/Residential     | 1,373       | 25         | Y           | FR             | POOR           |
| <b>WARD 5</b>                     |                             |                       |                   |                       |             |            |             |                |                |
| Ward 5                            | Street Name                 | From                  | To                | Street Classification | Length (ft) | Width (ft) | Curb Gutter | Recommendation | Surface Rating |
|                                   | 5 PLANTATION LANE           | EAST TAYLOR ROAD      | DEAD END          | Minor/Residential     | 2,752       | 25         | Y           | FR             | POOR           |
|                                   | Sub-Total Minor/Residential |                       |                   |                       | 13,242      |            |             |                |                |





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**EXHIBIT C**  
**Topographic Survey**  
**Scope of Work**

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■ **TOPOGRAPHIC SURVEY OF IDENTIFIED STREETS**

Provide topographic survey of the streets identified in *Exhibit A – Site Map* and by *Exhibit B – Itemized Street List*. The survey will collect all topographic features from right-of-way to right-of-way including above ground improvements, a surface with 1-foot contours, landscaped outlined areas, and wood line (individual trees will not be located or identified) drainage structures, and utilities marked by MS811.

Deliverables will include a CAD file of each roadway in 2023 Civil 3D AutoCAD to be used for design purposes.

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**EXHIBIT D**  
**TICE ENGINEERING, INC.**  
**GENERAL TERMS AND CONDITIONS**

---

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's

services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays and Denials.** If the Engineer's services are delayed by the Client, a regulatory agency, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably. Should a regulatory agency deny the agreed upon means and methods of data collection for the Agreement, the Engineer reserves the right to renegotiate the contract with the Client.

10. **Subcontracts.** Engineer may subcontract portions of the services as necessary.



11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.  
  
Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.  
  
In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.  
  
Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/ \$1,000,000; automotive liability with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against

Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

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 (LIGHTHOUSE DEDICATION), 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 event which is 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:** May 24<sup>th</sup>, 2024

**RE:** Road Closure – Lighthouse Dedication

The Events Division requests a road closure along Jones Park Drive on Monday, June 17<sup>th</sup>, at 8am – 9am. This will be for the dedication ceremony for the lighthouse in Jones Park.



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".

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 DETERMINE THAT YOUTH ACTOPI DESIGNED BY UNIVERSAL CONCEPTS ARE SOLE SOURCE ITEMS, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport desires to purchase a two (2) youth octopi for use beginning at the 2024 Harbor Lights Winter Festival in Jones Park; and

**WHEREAS**, the City previously purchased a “parent” octopus from Universal Concepts and the City desires to have the youth octopi be of a similar design as the “parent”, the design of which is owned by Universal Concepts; and

**WHEREAS**, the City desires to purchase the said youth octopi as sole source items from Universal, and, pursuant to Miss. Code Ann § 31-7-13(m)(viii), the Events Manager has provided a Memorandum outlining the reasons why these items may only be purchased from Universal Concepts (see Exhibit “A” hereto); and

**WHEREAS**, the Council finds that it is in the best interest of the City to declare the youth octopi as described in Exhibit “A” hereto to be sole source items that can only be purchased from Universal Concepts.

**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 Gulfport City Council, consistent with fact, hereby determines that, for the reasons set forth herein and in Exhibit “A” hereto, the youth octopi identified fully in Exhibit “A” are declared to be a sole source items that can only be purchased from Universal Concepts.

**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**



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:** May 23<sup>rd</sup>, 2024

**RE:** Custom Octopus Display Additions

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. These are custom pieces and proprietary illustrations provided by Universal Concepts and cannot be bid through the traditional informal bidding process.

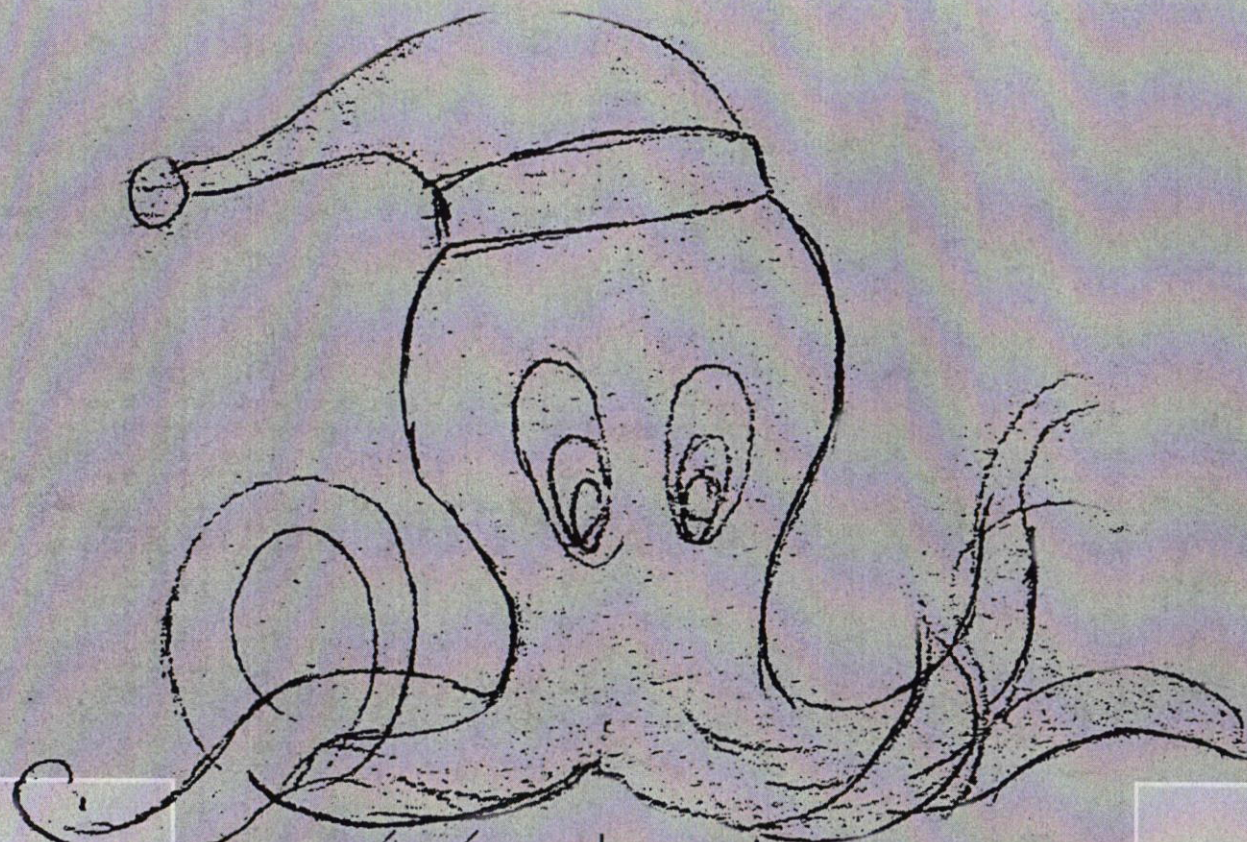
Attached are the sketches and pricing.

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

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

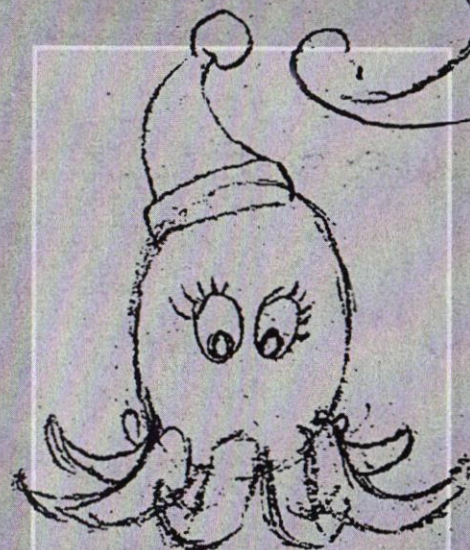
William Lehman  
Special Events Manager  
Office of the CAO



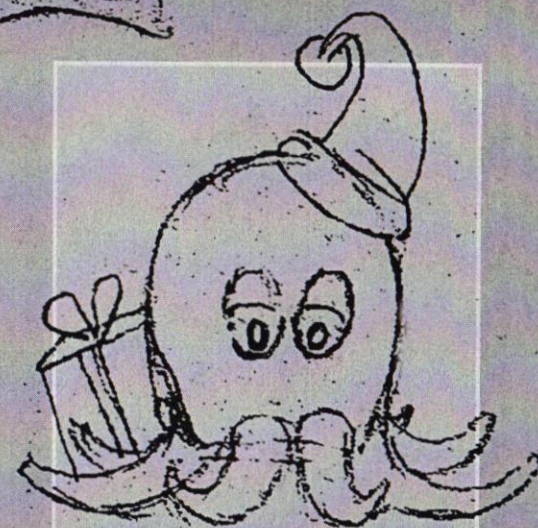


Original Octopus

**YOUNG OCTOPUS  
CHARACTERS TO ACCOMPANY  
ORIGINAL DISPLAY**

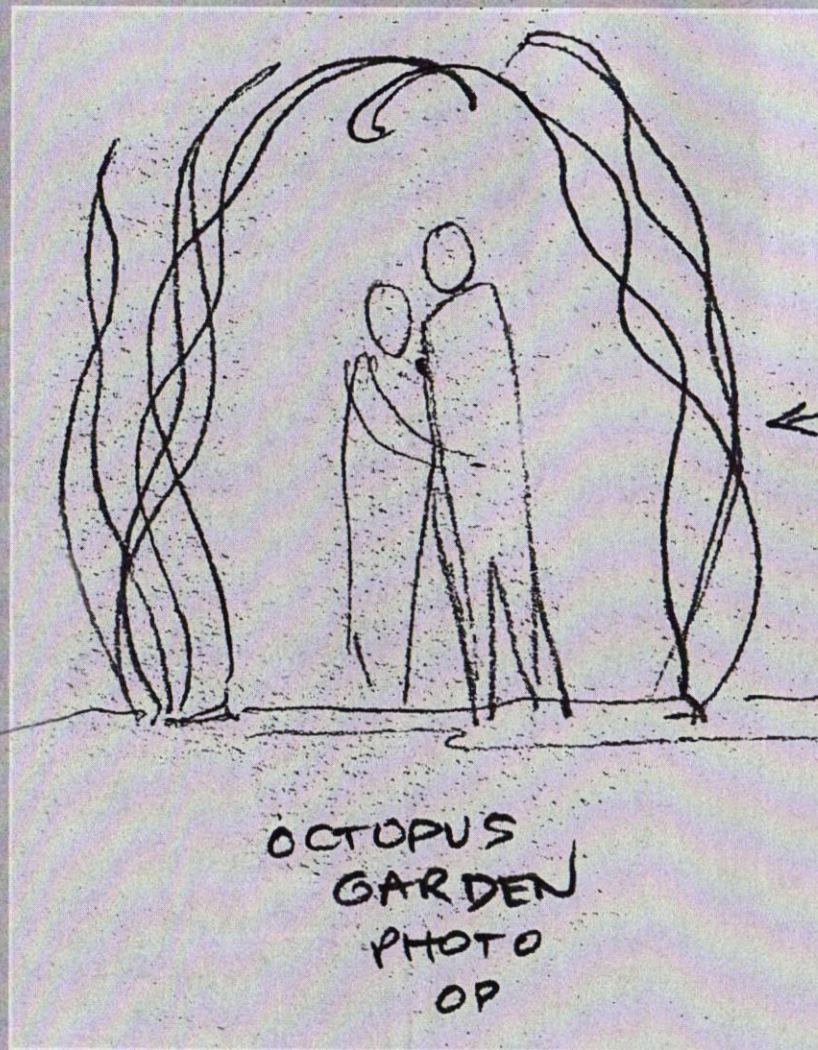


**BABY GIRL  
OCTOPUS**



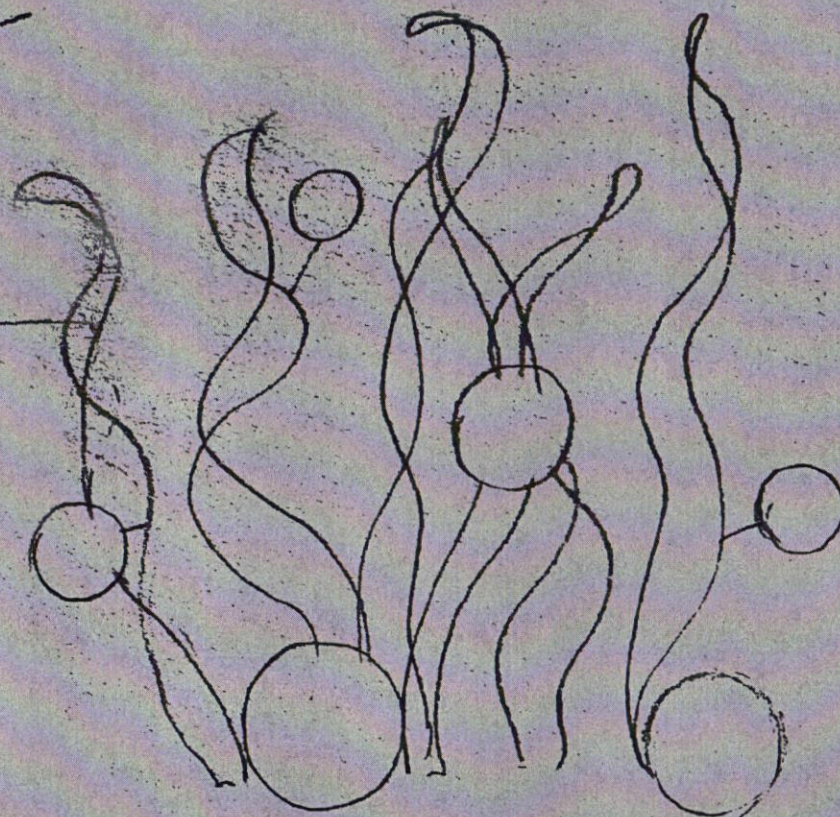
**LITTLE GUY  
OCTOPUS**





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](http://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:

**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, on April 2, 2024, on April 16, 2024, and on May 7, 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; on April 2, 2024, on April 16, 2024, and on May 7, 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**

# City of Gulfport

## Budget Amendment Request

|                 |                           |                          |                 |
|-----------------|---------------------------|--------------------------|-----------------|
| Fund Name       | <u>MIMA Bond Proceeds</u> | Council Meeting Date:    | <u>06/04/24</u> |
| Department #    | <u></u>                   | Budget Amendment Number: | <u>2024-87</u>  |
| Department Name | <u>MIMA Bond Proceeds</u> |                          |                 |

### Project 22019 - MIMA Paving Engineering

|                           | <u>Original Budget</u> | <u>Prior Amendments</u> | <u>This Amendment</u> | <u>Revised Budget</u> |
|---------------------------|------------------------|-------------------------|-----------------------|-----------------------|
| Personnel Services        | <u>-</u>               | <u>-</u>                | <u>-</u>              | <u>-</u>              |
| Supplies                  | <u>-</u>               | <u>-</u>                | <u>-</u>              | <u>-</u>              |
| Other Services            | <u>-</u>               | <u>-</u>                | <u>-</u>              | <u>-</u>              |
| Capital                   | <u>109,159</u>         | <u>-</u>                | <u>430,282</u>        | <u>539,441</u>        |
| <b>Total Expenditures</b> | <b><u>109,159</u></b>  | <b><u>-</u></b>         | <b><u>430,282</u></b> | <b><u>539,441</u></b> |

**Total Budget Amendments  
as a percentage of the  
total originally adopted budget** **0.00%**

#### **SUMMARY:**

This budget amendment appropriates funding for the concrete MIMA street paving engineering. This is being paid for out of the MIMA Bond Proceeds Capital Improvement Fund.

#### **10% PUBLICATION RULE:**

*Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.*

#### **Is publication required due to this budget amendment?**

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

**Budget Amendment 2024-87**





# Budget Amendment – City of Gulfport

## Public Works

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

**CC:** Mayor Billy Hewes  
Wayne E. Miller, P.E., CAO  
Jeremy Harrison, P.E., Director of Engineering  
Legal Department

**From:** J. Tyler Gentry, Director of Public Works *JTG*

**Date:** 05/23/2024

**Re:** **Budget Amendment to Fund Supplemental Agreement No. 1 to Engineering Services  
Contract for MIMA Paving Engineering**  
- Volkert, Inc.

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| FROM               | TO                                         | AMOUNT              |
|--------------------|--------------------------------------------|---------------------|
| MIMA Bond Proceeds | 367-640200-22019 (MIMA Paving Engineering) | \$430,282.40        |
|                    |                                            |                     |
|                    | <b>TOTAL</b>                               | <b>\$430,282.40</b> |

The Department of Public Works is requesting approval to transfer a total of \$430,282.40 from the MIMA Bond Proceeds into the above listed account in order to fund Supplemental Agreement No. 1 for additional engineering and planning related to the MIMA Paving Engineering Project.

The scope of the services for this Supplemental Agreement No. 1 includes, but is not limited to, developing Pavement Design Recommendations and Roadway Plans for pavement removal and replacement along a large number of public rights of way in the City of Gulfport.

The original contract for the MIMA Paving Engineering project was \$150,000.00 which was approved by Council 11/6/2021. In order to complete the pavement removal/replacement design for the streets in the contract, an additional \$430,282.40 is needed.

I hereby recommend this budget amendment.



## FIRE DEPARTMENT

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5950  
Fax: 228-868-5808

Central Station  
1515 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

# Memorandum

## FIRE DEPARTMENT

To: Councilman Kenneth Casey  
Councilman Ron Roland  
Councilwoman Ella Holmes-Hines  
Councilman F.B. Walker IV  
Councilman Myles Sharp  
Councilman Robert Flowers  
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

cc:  
Mayor Billy Hewes  
Wayne Miller, CAO

Date: May 29, 2024

Re: Recommendation on Med-Lift Certificate of Necessity

Pursuant to Section 4-32 in the City of Gulfport's Code of Ordinances (set out in Ordinance No. 3352), Medi-Lift of MS, LLC submitted an application on April 3, 2024, for a "Certificate of Necessity" for a Basic Life Support and Advanced Life Support Ambulance Service License to me as the City's Emergency Services Coordinator. In accordance with Section 4-32(d), the City's existing Ambulance Service License holder, Pafford EMS of Mississippi, Inc., was provided notice of this application and the opportunity to oppose, object to, or request modification of the application and to state whether the application, if granted, would negatively affect the ability of this license holder to continue to provide services. On May 7, 2024, I received a written response from Pafford (the City's existing license holder). I sent the enclosed letter dated May 23, 2024, to Pafford in reply. After review and consideration of Medi-Lift's application, the existing license holder's response, and other information available to me, I am submitting my recommendation to you with respect to action relative to Medi-Lift's application as set out below and in my enclosed May 23, 2024, letter.

It is my recommendation, to the extent needed or required, that a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. With respect to non-emergent transports involving stretchered patients, I believe Medi-Lift's application should be held in abeyance for a period of sixty (60) days from the date of my

letter (or the date of action taken by the City's governing authority) in order to re-assess at that time a basis for the issuance of a "Certificate of Necessity" with respect to non-emergent transports involving stretchered patients (as I do not believe there is a basis at this point).

As you know, Pafford's contract with the City commenced with the provision of ambulance services on March 1, 2024. Since this start, it has made several changes to its non-emergent stretcher transport service, and is working with MHG on a daily basis to meet all expectations. There have been no complaints filed from MHG in well over three weeks, and no complaints have been submitted by Singing River Hospital (formerly known as Garden Park) since the contract's start.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Billy Kelley". The signature is fluid and cursive, with the first name "Billy" and last name "Kelley" clearly distinguishable.

Billy Kelley  
Fire Chief, City of Gulfport

cc: Medi-Lift of MS, LLC (c/o Mr. Andre Faucha)  
Pafford EMS of Mississippi, Inc. (c/o Mr. Shane Davidson)





## **FIRE DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5950  
Fax: 228-868-5808

May 23, 2024

**Central Station**  
1515 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

**VIA EMAIL TO “Shane Davidsoon” AND  
REGULAR FIRST CLASS U. S. MAIL**

Pafford EMS of Mississippi  
ATTN: Shane Davidson  
223 Highpoint Drive  
Ridgeland, MS 39157

RE: Response to Med-Lift Certificate of Necessity

Dear Mr. Davidson:

I am in receipt of Pafford's written response (dated May 7th, 2024, and addressed to me) to the submission of Medi-Lift's application for a "Certificate of Necessity" for non-emergent transports involving stretchers, ambulatory patients, and patients in wheelchairs. As you know, Medi-Lift submitted its application to the City of Gulfport on April 3rd, 2024, under the City's Ordinance regulating ambulance services within the City. Under this Ordinance, Pafford is afforded the opportunity to provide a response to this application and the basis / claims being asserted by this applicant to warrant issuance of a "Certificate of Necessity." It is my understanding that the letter you sent to me dated May 7th, 2024, serves as Pafford's response.

I initially note that I cannot find anywhere in this response where Pafford has objected to the issuance of a "Certificate of Necessity" for non-emergent transports for ambulatory patients or those who are restricted to wheelchair use.

It does appear, though, that Pafford disputes there is anything to warrant or justify the issuance of a "Certificate of Necessity" for non-emergent stretcher transports.

It has been less than ninety (90) days since Pafford commenced with the provision of ambulance services in the City pursuant to its contract with the City of Gulfport (services commenced under this contract on March 1, 2024). I have reviewed reports that Pafford makes available to me involving response times for emergent transports for this same time period and I note a drastic and complete turn around from what the City previously experienced for a number of years under the former service provider (when our City was in an EMS District maintained by the County). Reports also show the same with respect to non-emergent transports. Again, Pafford has been providing services now for less than ninety (90) days, and we understand from you that your company continues to look for ways to improve and increase efficiency and responsiveness on all fronts.



Several weeks ago, some complaints were voiced from some affiliated with Memorial Hospital at Gulfport concerning non-emergent transports to/from this facility and involving stretcher patients (I received three (3) complaints from MHG ER Director Christine Weiland about significant delays in non-emergent inter-facility transfers and two (2) complaints about STAT transfers, both involving Memorial Hospital). I know that providing emergent & non-emergent ambulance services is a challenging task, but it is imperative to address these deficiencies to ensure the well-being of the patients and the efficiency of the hospital. You subsequently addressed each of these complaints in a meeting held on April 17, 2024, with representatives from Pafford, Memorial Hospital, and the city in attendance. Since that time, Pafford has also acquired an ambulance solely dedicated to non-emergent stretcher transports to/from this hospital that is stationed during the weekdays at this facility, and has acquired and will be utilizing an ambulance dedicated for transport of psychiatric patients, to also lessen the load on non-emergent stretcher transports / inter-facility transports to/from this hospital. In speaking with representatives from Memorial Hospital earlier this week, it appears these measures and others undertaken by Pafford in response to the above earlier issues/complaints have gone a long way to addressing these moving forward.

Again, I note that Pafford is still within ninety (90) days of commencing these services under its contract with the City.

I have also reached out to the other Hospital in the City (Singing River Hospital (f/k/a Garden Park Medical Center)) and they have confirmed they have not had any issues and do not have any complaints involving Pafford's services to date, including any similar to those previously voiced by some associated with Memorial Hospital at Gulfport. In fact, they have informed me that they can definitely see a difference in ambulance service for the better.

In view of the foregoing, I hereby find and it is my recommendation that, to the extent needed or required, a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. With respect to non-emergent transports involving stretchered patients, I believe Medi-Lift's application should be held in abeyance for a period of sixty (60) days from the date of my letter (or the date of action taken by the City's governing authority) in order to re-assess a basis for the issuance of a "Certificate of Necessity" at that time (as I do not believe there is a basis at this point).

Pursuant to the Ordinance, my recommendation will be placed on an upcoming agenda for the Gulfport City Council to consider and to take any action.

Respectfully,

A handwritten signature in blue ink, appearing to read "Billy Kelley".

Billy Kelley, Fire Chief  
Emergency Services Coordinator  
Gulfport Fire Department



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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 22, 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.

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

**WARD 1**

Parcel 1: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. Property Located At 1804 30th Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Correct Unsanitary Condition, Remove Clutter And Debris, Remove Or Relocate Furniture, Repair/Replace Broken Window. Bussolati Paul & Helveston Stanley Case: 13989

**WARD 2**

Parcel 2: 1010N-04-007.003. Lot 4 Blk 6 Cowan Road Homes Subd Sec 31-7-10. Property Located At 492 Northeast Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Repair, Maintain Or Remove, Poe Edna & Talbert Myriam Case: 13832

Parcel 3: 1010G-03-015.001. (1.5 AC) Beg 321 Ft N Of Inter Of W W Mar Of Dudley & N Mar Of Cotton Dr W 234.9 Ft N 266.2 Ft To S Mar Of Pass Rd E 222.6 Ft Along Rd 28.7 Ft Along Curve In Rd S 253.2 Ft To Pob Being Part Of Great Southern Golf Estates Subd Unit 3 In Sec 29- 10-Jul. Property Located At 2013 East Pass Rd. For Violation Of Remove/Haul Off Trash & Debris, Correct Unsanitary Condition, Lake Woodland Partners LP Case: 13939

**WARD 3**

Parcel 4: 0811G-04-123.000. Beg At Nw Cor Of Lot 14 & Run S 320 Ft More Or Less To N Line Of 21st St E 35 Ft N 320 Ft More Or Less W 35 Ft To Beg Day Baker Division Sec 3-8-11. Property Located At 1701 22nd St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove/Relocate Rec Vehicle, Foster Vern G Case: 13660



- Parcel 5: 0811G-04-122.000. W 50.8 Ft Of E 105 Ft Of That Part Of Lot 14 Lying Between 21st & 22nd St Day Baker Division Sec 3-8-11. Property Located At 1713 22nd St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove Improper Screening, Remove/Relocate Rec Vehicle, Foster Wanda Lynn Case: 13661
- Parcel 6: 0911C-01-197.000. Lots 9 To 12 Inc Blk 3 Live Oak. Property Located At 206 East Railroad St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Obtain Permit Or Remove WSMBD LLC Case: 13737
- Parcel 7: 0910J-02-004.000. Beg At E Line Of Gpt City School & S Margin Of Pc Rd For Beg N 72 Deg 03 Min E 100 Ft S 0 Deg 16 Min E 235 Ft S 72 Deg 03 Min W 100 Ft N 00 Deg 16 Min W 235 Ft To Beg Sec 36-7-11 Gulfport Acreage. Property Located At 29 Pass Rd. For Violation Of Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Restore Surface To Code, Gulf Coast Properties LLC Case: 13844

## **WARD 5**

- Parcel 8: 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/Discard Used Appliances. Mark IV Realty Corporation Case: 13966
- Parcel 9: 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/Discard Used Appliances. Mark IV Realty Corporation Case: 14004
- Parcel 10: 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/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances. Mark IV Realty Corporation Case: 14008

## **WARD 6**

- Parcel 11: 0808J-04-035.000. Lot 18 Blk 5 Kerns Add To Bel Aire Subd Part 3. Property Located At 109 Clarence Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove Clutter From Carport, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle, Jasper Richard T Case: 13933

Parcel 12: 0808J-01-020.000. Lot 12 Blk 8 Kerns Add To Bel Aire Subd Part 3. Property Located At 102 North Kerns Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Robinson Craig G & Valerie A Case: 14024

**WARD 7**

Parcel 13: 0707H-02-002.046. Lot 46 Duckworth Pond Sec 29-6-11. Property Located At 14156 Anandale Cir. For Violation Of Remove Or Repair & Legally Tag, Smith Joseph T Case: 13112

Parcel 14: 0808G-01-010.000. Property Located At Deidra Ct. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Repair, Maintain Or Remove, Correct Unsanitary Condition, Remove Objects, Parker Gillian Case: 13984

Parcel 15: 0808L-03-009.000. S 50 Ft Of Lots 25 To 29 Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 11396 Railroad St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Repair, Maintain Or Remove, Repair, Maintain Or Remove, Remove Clutter And Debris, Remove/Discard Used Appliances. Cowart Floyd -Est- Case: 14031

Parcel 16: 0808L-03-008.000. Lots 25 To 27 Less S 50 Ft Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 15527 Orange Grove Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Remove Clutter And Debris, Remove/Discard Used Appliances, Hutchinson Mathew Case: 14032

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 21, 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.

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

**WARD 1**

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Parcel 3: 1010G-03-015.001. (1.5 AC) Beg 321 Ft N Of Inter Of W W Mar Of Dudley & N Mar Of Cotton Dr W 234.9 Ft N 266.2 Ft To S Mar Of Pass Rd E 222.6 Ft Along Rd 28.7 Ft Along Curve In Rd S 253.2 Ft To Pob Being Part Of Great Southern Golf Estates Subd Unit 3 In Sec 29- 10-Jul. Property Located At 2013 East Pass Rd. For Violation Of Remove/Haul Off Trash & Debris, Correct Unsanitary Condition, Lake Woodland Partners LP Case: 13939

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Parcel 4: 0811G-04-123.000. Beg At Nw Cor Of Lot 14 & Run S 320 Ft More Or Less To N Line Of 21st St E 35 Ft N 320 Ft More Or Less W 35 Ft To Beg Day Baker Division Sec 3-8-11. Property Located At 1701 22nd St. For Violation Of Cut & Clean The Property, Remove Weeds O, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove/Relocate Rec Vehicle, Foster Vern G Case: 13660



- Parcel 5: 0811G-04-122.000. W 50.8 Ft Of E 105 Ft Of That Part Of Lot 14 Lying Between 21st & 22nd St Day Baker Division Sec 3-8-11. Property Located At 1713 22nd St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove Improper Screening, Remove/Relocate Rec Vehicle, Foster Wanda Lynn Case: 13661
- Parcel 6: 0911C-01-197.000. Lots 9 To 12 Inc Blk 3 Live Oak. Property Located At 206 East Railroad St. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Obtain Permit Or Remove, WSMBD LLC Case: 13737
- Parcel 7: 0910J-02-004.000. Beg At E Line Of Gpt City School & S Margin Of Pc Rd For Beg N 72 Deg 03 Min E 100 Ft S 0 Deg 16 Min E 235 Ft S 72 Deg 03 Min W 100 Ft N 00 Deg 16 Min W 235 Ft To Beg Sec 36-7-11 Gulfport Acreage. Property Located At 29 Pass Rd. For Violation Of Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs, Restore Surface To Code, Gulf Coast Properties LLC Case: 13844

#### **WARD 5**

- Parcel 8: 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/Discard Used Appliances. Mark IV Realty Corporation Case: 13966
- Parcel 9: 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/Discard Used Appliances. Mark IV Realty Corporation Case: 14004
- Parcel 10: 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/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Repair, Maintain Or Remove, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances. Mark IV Realty Corporation Case: 14008

## **WARD 6**

- Parcel 11: 0808J-04-035.000. Lot 18 Blk 5 Kerns Add To Bel Aire Subd Part 3. Property Located At 109 Clarence Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove Clutter From Carport, Remove/Relocate Utl Trailer, Remove/Relocate Rec Vehicle, Jasper Richard T Case: 13933
- Parcel 12: 0808J-01-020.000. Lot 12 Blk 8 Kerns Add To Bel Aire Subd Part 3. Property Located At 102 North Kerns Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Robinson, Craig G & Valerie A Case: 14024

## **WARD 7**

- Parcel 13: 0707H-02-002.046. Lot 46 Duckworth Pond Sec 29-6-11. Property Located At 14156 Anandale Cir. For Violation Of Remove Or Repair & Legally Tag, Smith, Joseph T Case: 13112
- Parcel 14: 0808G-01-010.000. Lot 69 Briarwood South Subd Replat Sec 3-7-11. Property Located At Deidra Ct. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Repair, Maintain Or Remove, Repair, Maintain Or Remove, Correct Unsanitary Condition, Remove Objects, Parker Gillian Case: 13984
- Parcel 15: 0808L-03-009.000. S 50 Ft Of Lots 25 To 29 Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 11396 Railroad St. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repair, Repair, Maintain Or Remove, Repair, Maintain Or Remove, Repair, Maintain Or Remove, Remove Clutter And Debris, Remove/Discard Used Appliances, Cowart Floyd -Est- Case: 14031
- Parcel 16: 0808L-03-008.000. Lots 25 To 27 Less S 50 Ft Blk 5 Gulf & Ship Island Dev Co Sec 4/9-7-11. Property Located At 15527 Orange Grove Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Repair, Maintain Or Remove, Remove Clutter And Debris, Remove/Discard Used Appliances, Hutchinson Mathew Case: 14032



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15<sup>th</sup> St.

Gulfport, MS 39501

May 9, 2024

BUSSOLATI PAUL & HELVESTON STANLEY  
1804 30TH 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: 0811E-02-009.000  
1804 30TH 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:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| 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                           |
| UNSANITARY CONDITION, IPMC 302  | CORRECT UNSANITARY CONDITION                         |
| CLUTTER, IPMC 302.10            | REMOVE CLUTTER AND DEBRIS                            |
| FURNITURE OUTDOORS, IPMC 302.10 | REMOVE OR RELOCATE FURNITURE                         |
| BROKEN WINDOWS IPMC 304.13      | REPAIR/REPLACE BROKEN WINDOW                         |

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

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

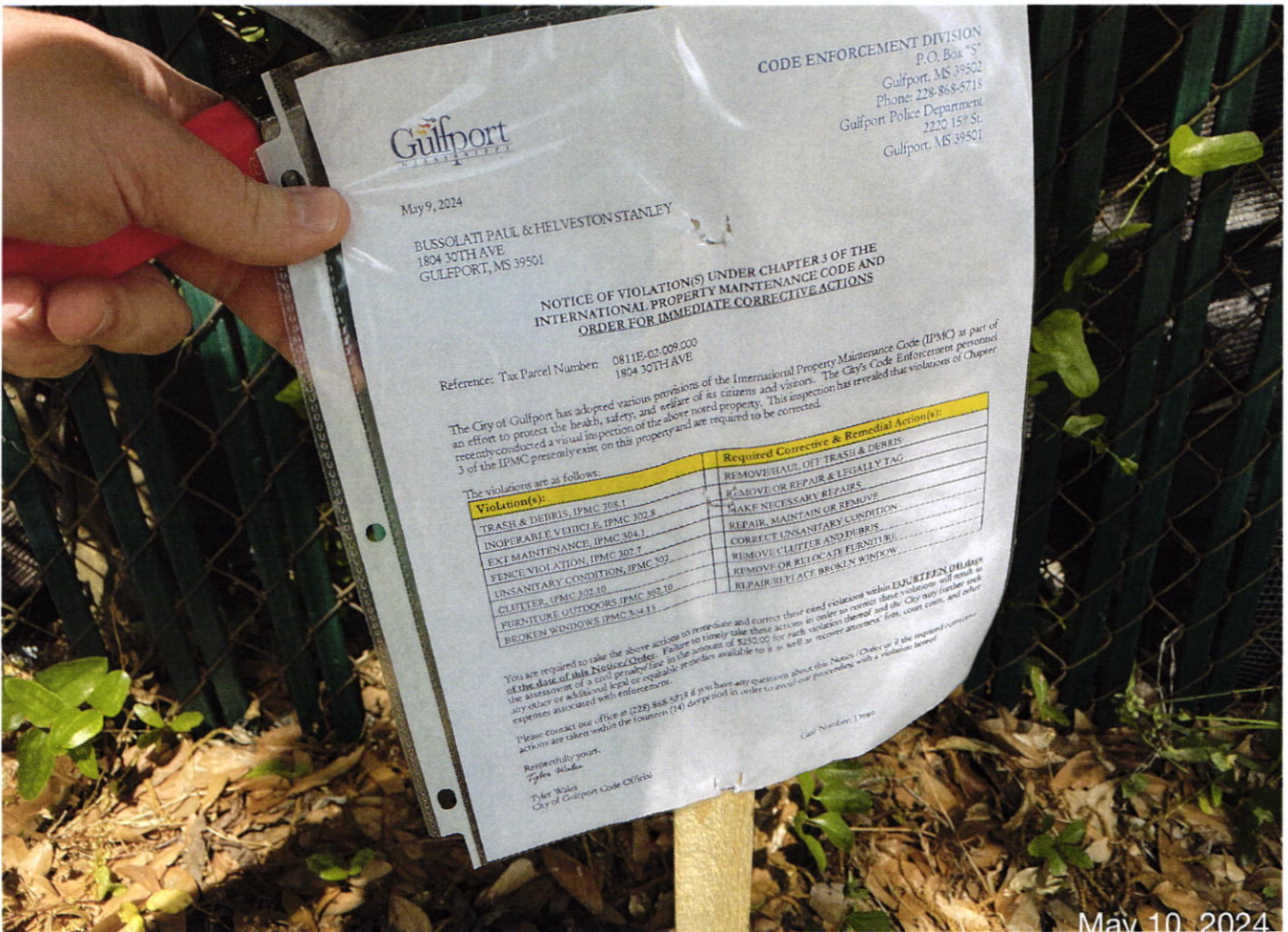
Respectfully yours,

*Tyler Wales*

Tyler Wales  
City of Gulfport Code Official

Case Number: 13989







**CODE ENFORCEMENT DIVISION**

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

May 16, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

POE EDNA & TALBERT MYRIAM  
492 NORTHEAST AVE  
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 1010N-04-007.003  
492 NORTHEAST 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:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                               |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN 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,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 13832





**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

May 16, 2024

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

POE EDNA & TALBERT MYRIAM  
119 SOMERSET DR  
JACKSON, MS 39206

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

Reference: Tax Parcel Number: 1010N-04-007.003  
492 NORTHEAST 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:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                               |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN 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,  
*Candace Gemmill*

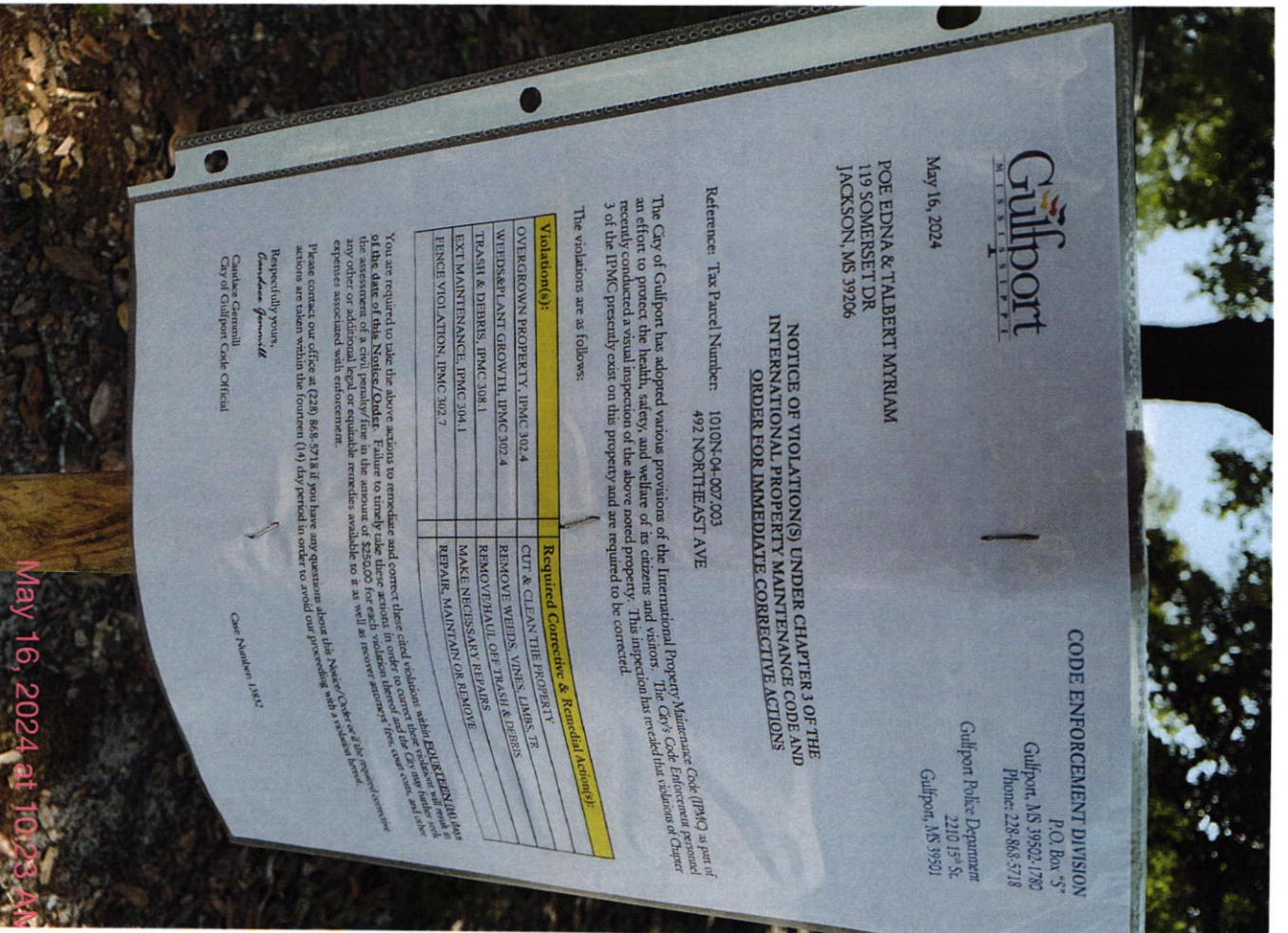
Candace Gemmill  
City of Gulfport Code Official

Case Number: 13832





May 16, 2024 at 10:24 AM



**Gulfport**  
MISSISSIPPI

**CODE ENFORCEMENT DIVISION**

P.O. Box 57  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

May 16, 2024

POE EDNA & TALBERT MYRLAM  
119 SOMERSET DR  
JACKSON, MS 39206

Gulfport Police Department  
2210 15<sup>th</sup> 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: 1010N-04-007-003  
492 NORTEAST 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                  |
| WHERESAWNT GROWTH, IPMC 302.4  | REMOVE WEEDS, VINES, LIMBS, TR            |
| TRASH & DEBRIS, IPMC 308.1     | REMOVING/HAUL OFF TRASH & DEBRIS          |
| EXT MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS                    |
| FENCE VIOLATION, IPMC 302.7    | REPAIR, MAINTAIN OR REMOVE                |

You are required to take the above actions to rectify and correct these cited violations within **FORTY-FIVE (45) DAYS** of the date of this Notice/Order. Failure to timely take these actions in order to avoid a civil penalty of \$250.00 per violation, as well as any other or additional legal or equitable remedies available to us, as well as recovery attorney's fees, 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 you need to schedule a meeting with our staff to discuss the enforcement of this Notice/Order.

Respectfully yours,  
Candace Greenhill  
City of Gulfport Code Official

Case Number: 18857

May 16, 2024 at 10:23 AM





CODE ENFORCEMENT DIVISION

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

May 15, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

LAKE WOODLAND PARTNERS LP  
2013 EAST PASS RD  
GULFPORT, MS 39507

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

Reference: Tax Parcel Number: 1010G-03-015.001  
2013 EAST PASS RD

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

The violations are as follows:

| Violation(s):                  | Required Corrective & Remedial Action(s): |
|--------------------------------|-------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS            |
| UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION              |
|                                |                                           |

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (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: 13939





CODE ENFORCEMENT DIVISION

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

May 15, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

LAKE WOODLAND PARTNERS LP  
4499 LAKE CAROLINE DR  
LAKE CHARLES, LA 70615

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

Reference: Tax Parcel Number: 1010G-03-015.001  
2013 EAST PASS RD

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

The violations are as follows:

| Violation(s):                  | Required Corrective & Remedial Action(s): |
|--------------------------------|-------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS            |
| UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION              |
|                                |                                           |

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (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: 13939





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

May 15, 2024

LAKE WOODLAND PARTNERS LP  
4499 LAKE CAROLINE DR  
LAKE CHARLES, LA 70615

Gulfport Police Department  
2210 15<sup>th</sup> 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: 1010G-03-015.001  
2013 EAST PASS RD

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

The violations are as follows:

| Violation(s):                  | Required Corrective & Remedial Action(s): |
|--------------------------------|-------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS            |
| UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION              |

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

Candace Gemmill  
City of Gulfport Code Official

Case Number: 13939

May 15, 2024 at 10:23 AM







CODE ENFORCEMENT DIVISION

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

May 17, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

FOSTER VERN G  
1701 22ND 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: 0811G-04-123.000  
1701 22ND 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            |
| RECREATIONAL EQUIPMENT ORD.    | REMOVE/RELOCATE REC VEHICLE               |

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

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

Respectfully yours,

*Josh Troutman*

Josh Troutman  
City of Gulfport Code Official

Case Number: 13660



**CODE ENFORCEMENT DIVISION**

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

May 17, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

FOSTER VERN G  
1713 22ND 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: 0811G-04-123.000  
1701 22ND 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            |
| RECREATIONAL EQUIPMENT ORD.    | REMOVE/RELOCATE REC VEHICLE               |

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

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

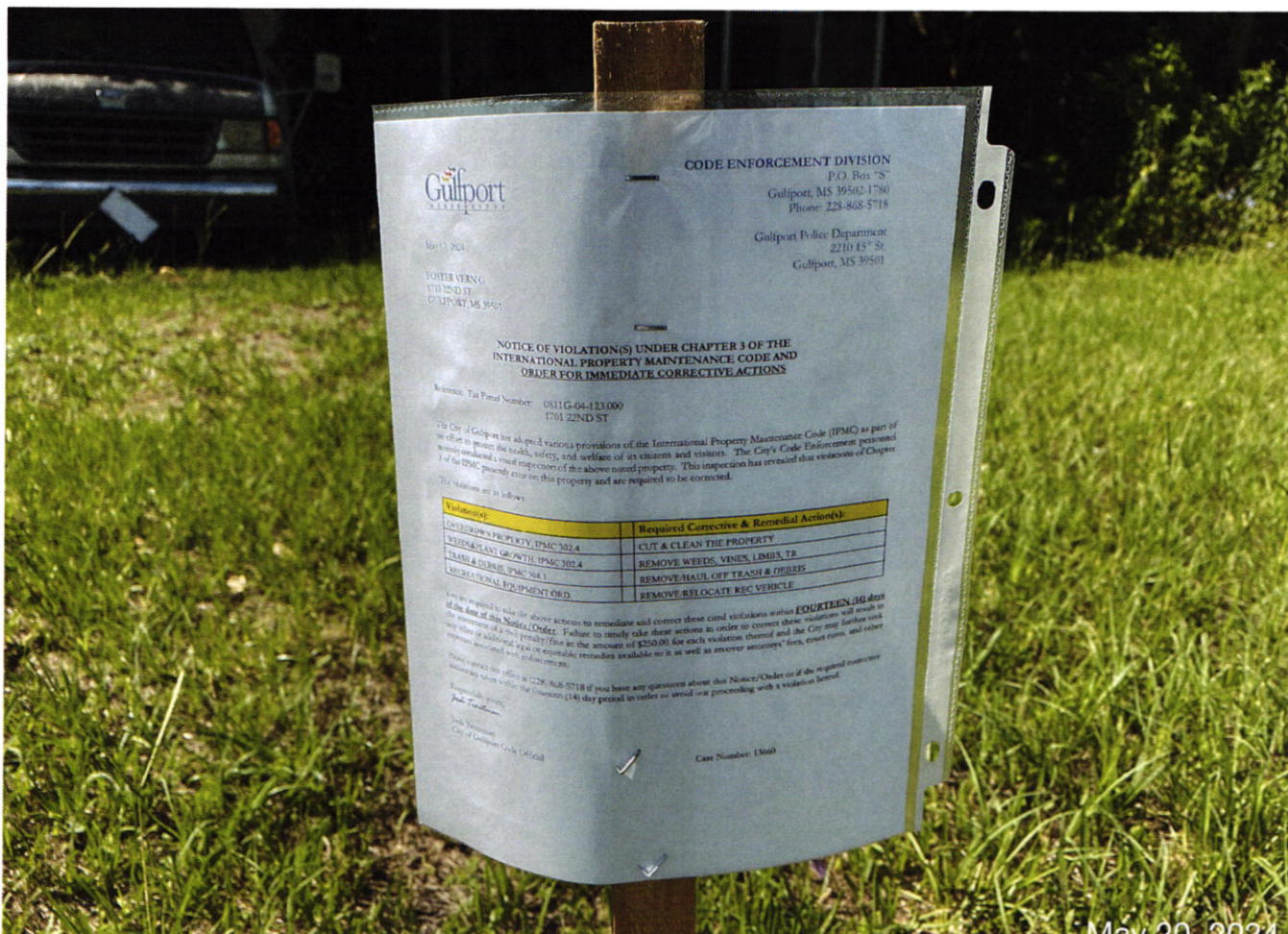
Respectfully yours,

*Josh Troutman*

Josh Troutman  
City of Gulfport Code Official

Case Number: 13660







**CODE ENFORCEMENT DIVISION**

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

May 17, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

FOSTER WANDA LYNN  
1713 22ND 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: 0811G-04-122.000  
1713 22ND 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            |
| CLUTTER, IPMC 302.10           | REMOVE CLUTTER AND DEBRIS                 |
| BUILDING ACCS. IPMC 302.10.6   | REMOVE IMPROPER SCREENING                 |
| RECREATIONAL EQUIPMENT ORD.    | REMOVE/RELOCATE REC VEHICLE               |

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

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

Respectfully yours,

*Josh Troutman*

Josh Troutman  
City of Gulfport Code Official

Case Number: 13661









CODE ENFORCEMENT DIVISION

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

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

May 16, 2024

WSMBD LLC  
206 EAST RAILROAD 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: 0911C-01-197.000  
206 EAST RAILROAD ST

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

The violations are as follows:

| Violation(s):                  | Required Corrective & Remedial Action(s): |
|--------------------------------|-------------------------------------------|
| 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            |
| 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,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 13737

**CODE ENFORCEMENT DIVISION**

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

May 16, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

WSMBD LLC  
P O BOX 320073  
FLOWOOD, MS 39232

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

Reference: Tax Parcel Number: 0911C-01-197.000  
206 EAST RAILROAD ST

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

The violations are as follows:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                       |
| 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.

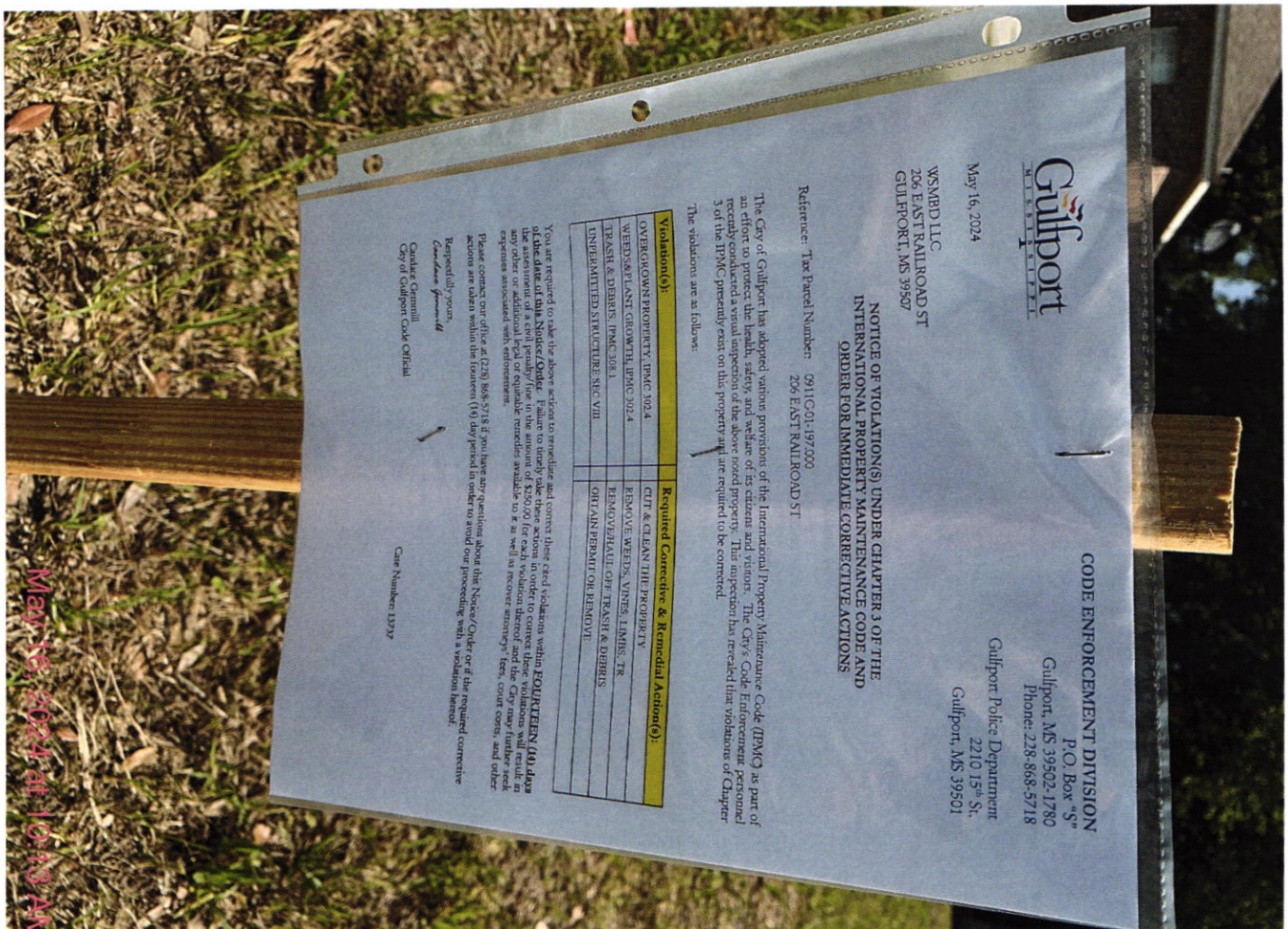
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 13737







**CODE ENFORCEMENT DIVISION**

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

May 15, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

GULF COAST PROPERTIES LLC  
29 PASS RD  
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0910J-02-004.000  
29 PASS RD

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

The violations are as follows:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                               |
| DEFACEMENT OF PROPERTY 302.9   | RESTORE SURFACE TO CODE                              |
|                                |                                                      |

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

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

Respectfully yours,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 13844

**CODE ENFORCEMENT DIVISION**

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

May 15, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

GULF COAST PROPERTIES LLC  
1261 PASS RD  
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0910J-02-004.000  
29 PASS RD

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

The violations are as follows:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                               |
| DEFACEMENT OF PROPERTY 302.9   | RESTORE SURFACE TO CODE                              |
|                                |                                                      |

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

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

Respectfully yours,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 13844







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15<sup>th</sup> St.

Gulfport, MS 39501

May 8, 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:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| 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                          |
| 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: 13966







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15<sup>th</sup> St.

Gulfport, MS 39501

May 10, 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:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| 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                          |
| 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: 14004







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15<sup>th</sup> St.

Gulfport, MS 39501

May 13, 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:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1      | REMOVE/HAUL OFF TRASH & DEBRIS                       |
| INOPERABLE VEHICLE, IPMC 302.8  | REMOVE/HAUL OFF TRASH & DEBRIS                       |
| INOPERABLE VEHICLE, IPMC 302.8  | REMOVE OR REPAIR & LEGALLY TAG                       |
| 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                          |
| 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: 14008







**CODE ENFORCEMENT DIVISION**

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

May 6, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

JASPER RICHARD T  
109 CLARENCE 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: 0808J-04-035.000  
109 CLARENCE DR

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

The violations are as follows:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS                       |
| INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG                       |
| IMPROPER RESIDENTIAL PARKING   | PARK IN APPROVED LOCATION                            |
| CLUTTER, IPMC 302.10           | REMOVE CLUTTER AND DEBRIS                            |
| CARPORT CLUTTER, IPMC 302.10.1 | REMOVE CLUTTER FROM CARPORT                          |
| UTILITY TLR PKG, IPMC 302.10.3 | REMOVE/RELOCATE UTL TRAILER                          |
| RECREATIONAL EQUIPMENT ORD.    | REMOVE/RELOCATE REC VEHICLE                          |

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

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

Respectfully yours,  
*JARED POWER*

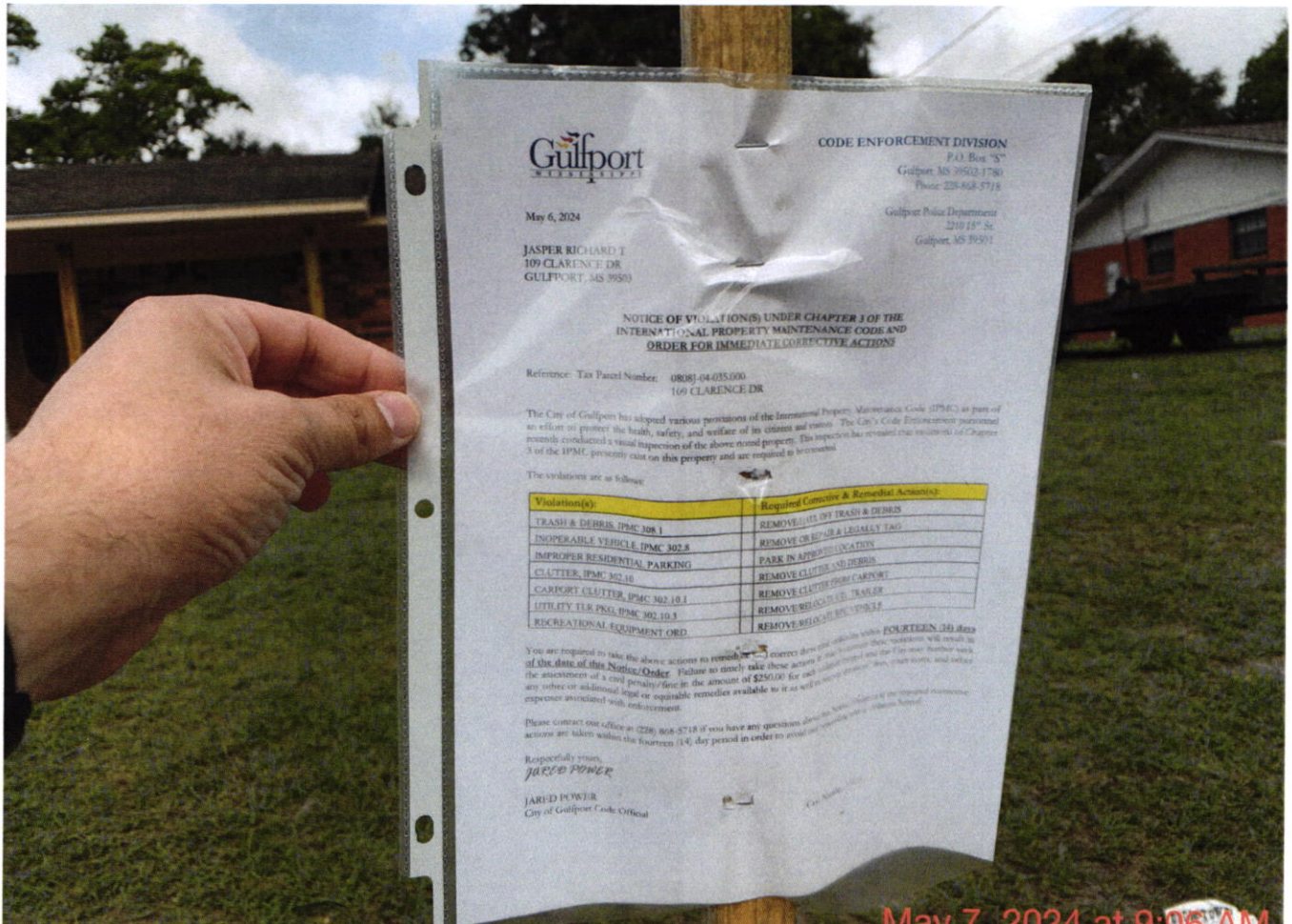
JARED POWER  
City of Gulfport Code Official

Case Number: 13933





May 7, 2024 at 9:06 AM



May 7, 2024 at 9:06 AM











**CODE ENFORCEMENT DIVISION**

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

May 14, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

ROBINSON CRAIG G & VALERIE A  
102 N KERNS 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: 0808J-01-020.000  
102 NORTH KERNS DR

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

The violations are as follows:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                       |
| 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.

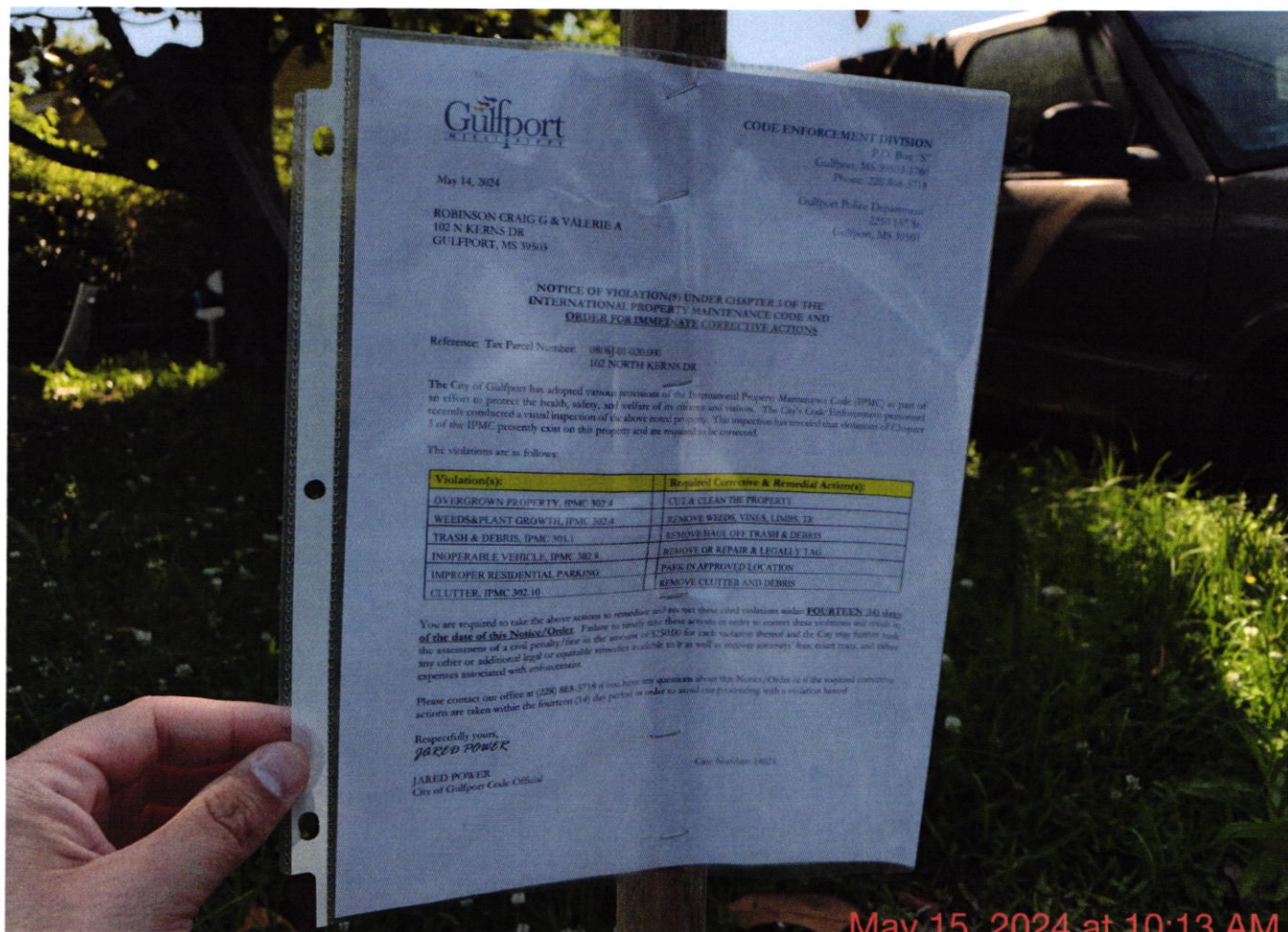
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,  
*JARED POWER*

JARED POWER  
City of Gulfport Code Official

Case Number: 14024





May 15, 2024 at 10:13 AM







CODE ENFORCEMENT DIVISION

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

May 10, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

SMITH JOSEPH T  
14156 ANANDALE CIR  
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0707H-02-002.046  
14156 ANANDALE CIR

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

The violations are as follows:

| Violation(s):                  | Required Corrective & Remedial Action(s): |
|--------------------------------|-------------------------------------------|
| INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG            |

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.

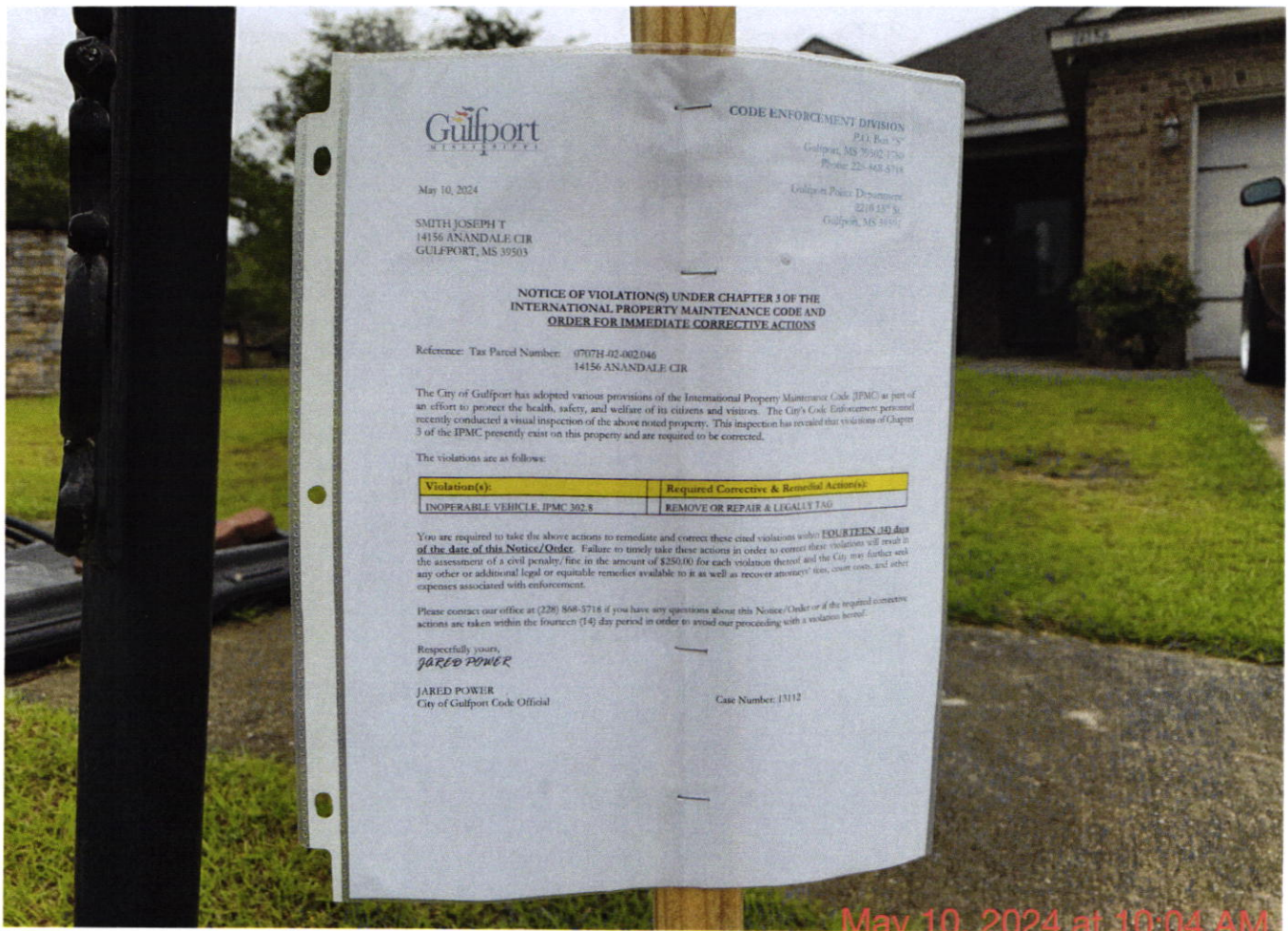
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,  
*JARED POWER*

JARED POWER  
City of Gulfport Code Official

Case Number: 13112







**CODE ENFORCEMENT DIVISION**

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

May 8, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

PARKER GILLIAN  
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-01-010.000  
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:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                           |
| WIRE FENCING, IPMC 302.7.1     | REPAIR, MAINTAIN OR REMOVE                           |
| UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION                         |
| 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: 13984

**CODE ENFORCEMENT DIVISION**

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

May 8, 2024

Gulfport Police Department  
2210 15<sup>th</sup> 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:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                           |
| WIRE FENCING, IPMC 302.7.1     | REPAIR, MAINTAIN OR REMOVE                           |
| UNSANITARY CONDITION, IPMC 302 | CORRECT UNSANITARY CONDITION                         |
| 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: 13984





**Gulfport**  
MISSISSIPPI

May 8, 2024

PARKER GILLIAN  
326 DIANNE DR  
DIBERVILLE, MS 39540

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

Gulfport Police Department  
2210 15<sup>th</sup> 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: 080SG-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): |
|----------------------------------|-------------------------------------------|
| 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                |
| WIRE FENCING, IPMC 302.7.1       | REPAIR, MAINTAIN OR REMOVE                |
| UNSANITARY CONDITION, IPMC 302   | CORRECT UNSANITARY CONDITION              |
| 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 hearing.

Respectfully yours,  
**JARED POWER**  
JARED POWER  
City of Gulfport Code Official

Case Number: 19084

May 9, 2024 at 10:26 AM









**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502

Phone: 228-868-5718

Gulfport Police Department

2220 15<sup>th</sup> St.

Gulfport, MS 39501

May 15, 2024

COWART FLOYD -EST-  
11396 RAILROAD ST  
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808L-03-009.000  
11396 RAILROAD ST

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

The violations are as follows:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| 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                           |
| WIRE FENCING, IPMC 302.7.1      | REPAIR, MAINTAIN OR REMOVE                           |
| WOOD FENCES, IPMC 302.7.5       | REPAIR, MAINTAIN OR REMOVE                           |
| CLUTTER, IPMC 302.10            | REMOVE CLUTTER AND DEBRIS                            |
| APPLIANCES OUTSIDE, IPMC 302.10 | REMOVE/DISCARD USED APPLIANCES                       |
| BROKEN WINDOWS IPMC 304.13      | REPAIR/REPLACE BROKEN WINDOW                         |

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.

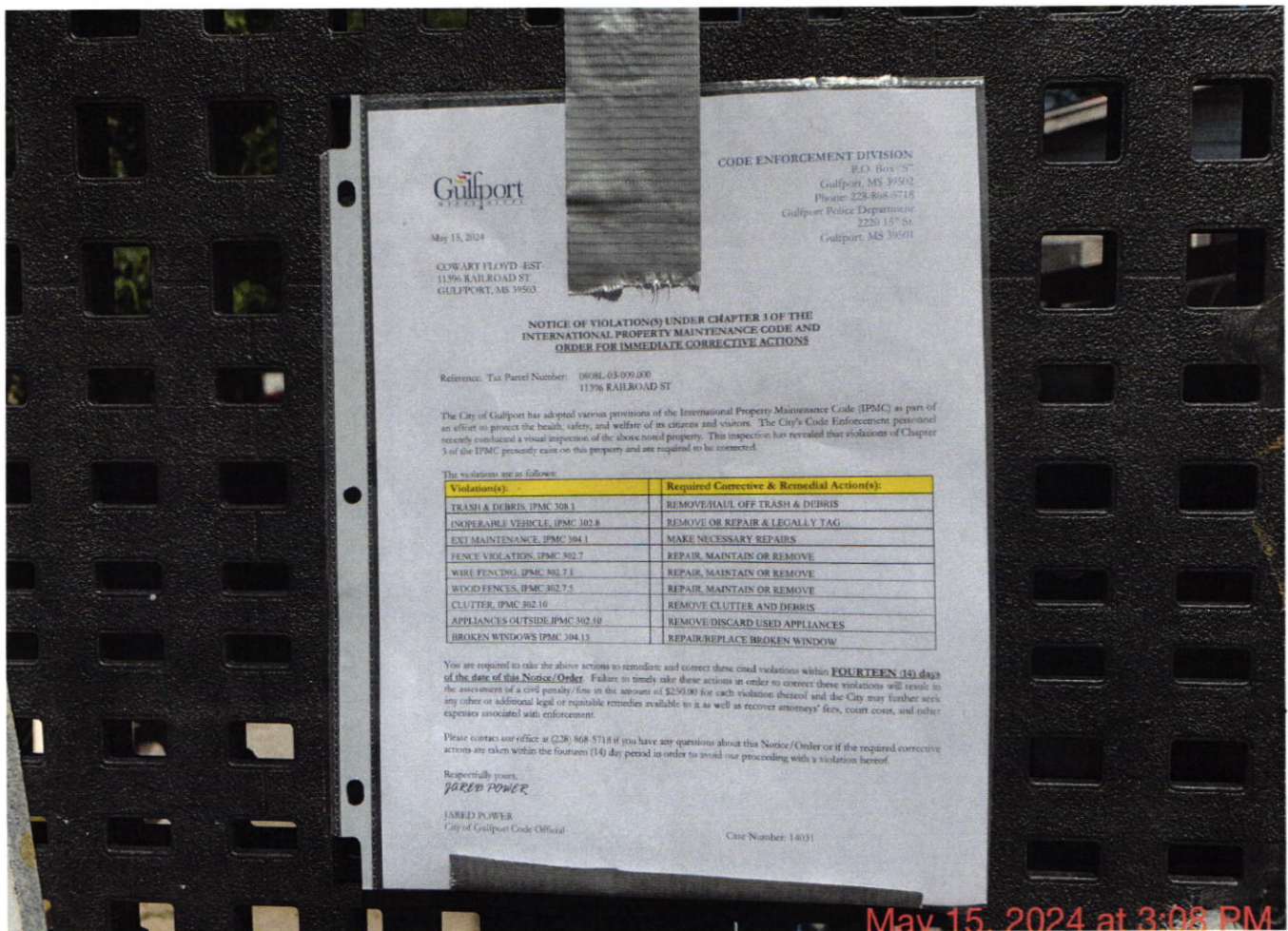
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,  
*JARED POWER*

JARED POWER  
City of Gulfport Code Official

Case Number: 14031





May 15, 2024

COWART FLOYD - EST  
11396 RAILROAD ST  
GULFPORT, MS 39503

CODE ENFORCEMENT DIVISION  
P.O. Box 57  
Gulfport, MS 39502  
Phone: 228-868-5715  
Gulfport Police Department  
2250 15<sup>th</sup> 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: 0808L-03-09-000  
11396 RAILROAD ST

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

The violations are as follows:

| Violations(s)                   | Required Corrective & Remedial Action(s): |
|---------------------------------|-------------------------------------------|
| TRASH & DEBRIS, IPMC 302.1      | REMOVE/Haul OFF TRASH & DEBRIS            |
| INOPERABLE VEHICLE, IPMC 302.8  | REMOVE OR REPAIR & LEGALLY TAG            |
| EXT. MAINTENANCE, IPMC 304.1    | MAKE NECESSARY REPAIRS                    |
| FENCE VIOLATIONS, IPMC 302.7    | REPAIR, MAINTAIN OR REMOVE                |
| WIRE FENCING, IPMC 302.7.1      | REPAIR, MAINTAIN OR REMOVE                |
| WOOD FENCES, IPMC 302.7.5       | REPAIR, MAINTAIN OR REMOVE                |
| CLUTTER, IPMC 302.10            | REMOVE CLUTTER AND DEBRIS                 |
| APPLIANCES OUTSIDE, IPMC 302.10 | REMOVE/Discard USED APPLIANCES            |
| BROKEN WINDOWS, IPMC 304.13     | REPAIR/REPLACE BROKEN WINDOW              |

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 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) 868-5715 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 thereof.

Respectfully yours,  
**JARED POWER**

JARED POWER  
City of Gulfport Code Official

Case Number: 18031

May 15, 2024 at 3:08 PM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

May 15, 2024

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

HUTCHINSON MATHEW  
15527 ORANGE GROVE ROAD  
GULFPORT, MS 39503

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

Reference: Tax Parcel Number: 0808L-03-008.000  
15527 ORANGE GROVE RD

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

The violations are as follows:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| 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                           |
| 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: 14032

**CODE ENFORCEMENT DIVISION**

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

May 15, 2024

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

HUTCHINSON MATHEW  
18353 SKY LANE  
SAUCIER, MS 39574

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

Reference: Tax Parcel Number: 0808L-03-008.000  
15527 ORANGE GROVE RD

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

The violations are as follows:

| <b>Violation(s):</b>            | <b>Required Corrective &amp; Remedial Action(s):</b> |
|---------------------------------|------------------------------------------------------|
| 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                           |
| 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.

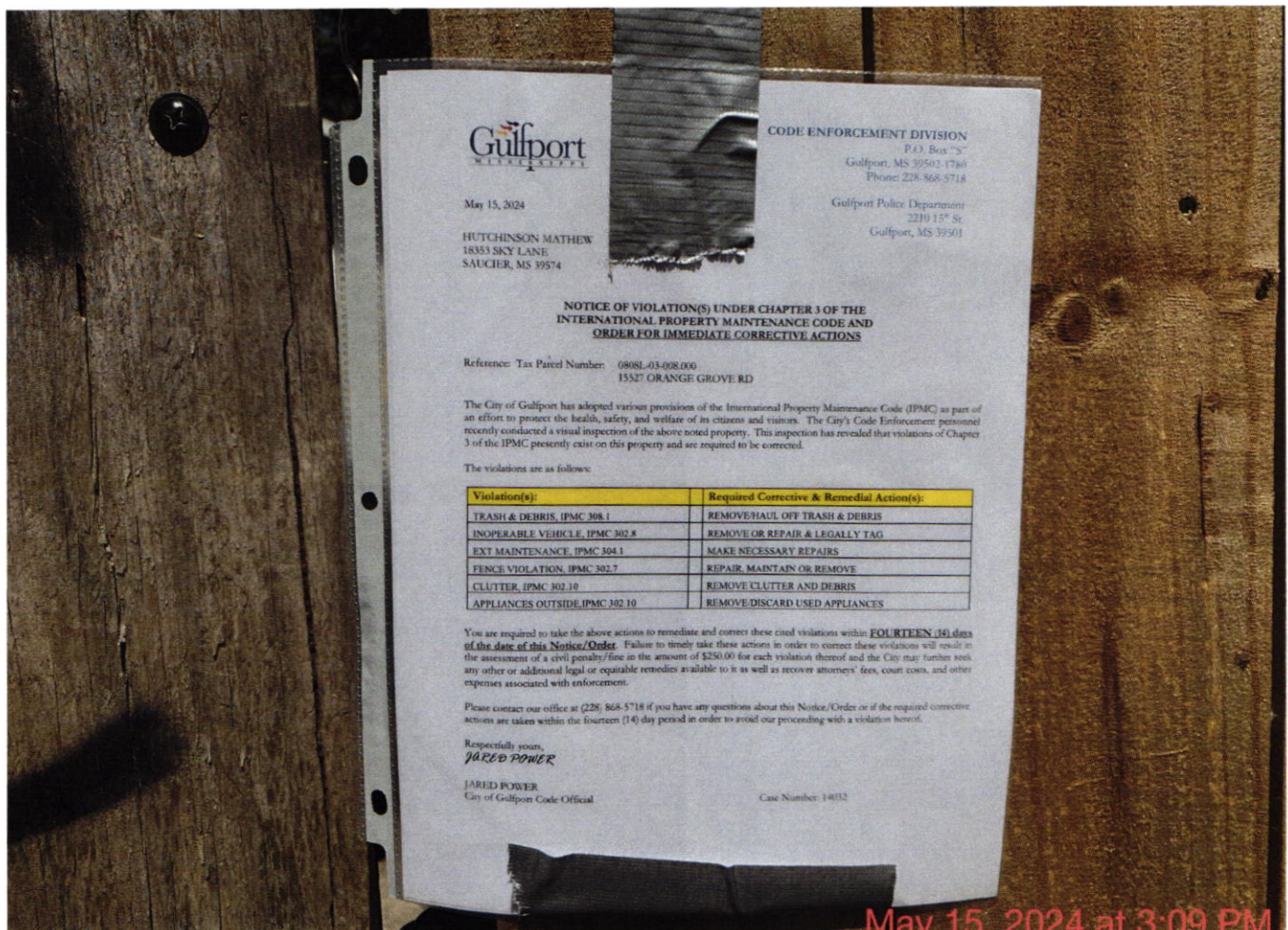
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,  
*JARED POWER*

JARED POWER  
City of Gulfport Code Official

Case Number: 14032







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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 22, 2024

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

**From:** Police Department  
Code Enforcement Division

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

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

**WARD 1**

Parcel 1: 0810M-04-004.000. BEG 545.4 FT N OF INTER OF E MAR OF 34TH AVE & N MAR  
OF 28TH ST N ALON G 34TH AVE 104.6 FT E 110.4 FT S 10 4.6 FT W 110.7 FT TO  
POB PART OF SW1/4 OF SW1/4 OF SEC 33-7-11. Property Located At 2804 34TH  
AVE. For Violation of REMOVE PROHIBITED ITEMS. TOLAR TERRY &  
EILERMANN JANET Case: 11951

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**MEMORANDUM – CITY OF GULFPORT**

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**Date:** MAY 21, 2024

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

**From:** Police Department  
Code Enforcement Division

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

---

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

Parcel 1: 0810M-04-004.000. Beg 545.4 Ft N Of Inter Of E Mar Of 34th Ave & N Mar Of 28th St N  
Along 34th Ave 104.6 Ft E 110.4 Ft S 10 4.6 Ft W 110.7 Ft To P.O.B. Part Of Sw1/4 Of  
Sw1/4 Of Sec 33-7-11. Property Located At 2804 34th Ave. For Violation Of  
Remove/Haul Off Trash & Debris, Remove Prohibited Items. Tolar Terry & Eilermann  
Janet Case: 14042





CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

5/20/2024

**VIA REGULAR U. S. MAIL**

TOLAR TERRY & EILERMANN JANET  
2804 34<sup>TH</sup> AVE  
GULFPORT, MS 39501

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

**Re:** 2804 34TH AVE

Dear TOLAR TERRY & EILERMANN JANET:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2804 34TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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

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

Sincerely,

*Tyler Wales*

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)  
(2) City Hall Lobby Code Enforcement Postings (for posting)  
(3) Subject Property at 2804 34TH AVE (for posting)  
(4) City Attorney's Office



CODE ENFORCEMENT DIVISION

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

5/20/2024

**VIA REGULAR U. S. MAIL**

TOLAR TERRY & EILERMANN JANET  
2620 RUE PALAFOX  
BILOXI, MS 39531

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

**Re: 2804 34TH AVE**

Dear TOLAR TERRY & EILERMANN JANET:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2804 34TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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Sincerely,

*Tyler Wales*

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)  
(2) City Hall Lobby Code Enforcement Postings (for posting)  
(3) Subject Property at 2804 34TH AVE (for posting)  
(4) City Attorney's Office















**CITY WIDE LIFT STATION IMPROVEMENTS (MCWI NO.154-2-CW-5.5)**  
**GULFPORT, MS**  
**ADVERTISEMENT FOR BIDS**

The City of Gulfport is seeking sealed bids for City Wide Lift Station Improvements (MCWI No.154-2-CW-5.5) Project. Sealed bids will be received in the Office of Procurement located at 1410 24<sup>th</sup> Avenue, Hardy Building, 2<sup>nd</sup> Floor, Gulfport, MS 39501 until 10:00 a.m., local time on July 3, 2024 either by mail, hand delivery or uploaded to The Planroom at [www.gulfportmsbids.com](http://www.gulfportmsbids.com), after which time they will be opened and read aloud.

Scope of Work: The project includes, but is not limited to, furnishing material and labor to perform renovations, modifications, and upgrades to three of the City of Gulfport existing sanitary sewer lift stations. The work consists of, but not limited to, replacing pumps and piping, replacing all guide rails and associated brackets, replacing electrical equipment and controls, cleaning and recoating of the wet well, demolition of existing structure, by-pass pumping, replacing all access hatches, installing permanent by-pass pumps and connections, installation of dog house manhole, repainting/recoating of existing structures and equipment; and all necessary site work to restore the site from construction operations.

Plans and specifications may be obtained from the Procurement Office, 1410 24<sup>th</sup> Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

A Pre-Bid Meeting will be held at 10:00 a.m., on June 25, 2024, at the following location:

Gulfport Engineering Department  
4050 Hewes Avenue  
Gulfport, MS 39507

Questions – All questions regarding this bid should be submitted in writing to Jason Polite, P.E. via email at [jpolite@mpdesigngroup.us](mailto:jpolite@mpdesigngroup.us). All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

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

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

The Contractor shall adhere to all procurement requirements as per document 2 CFR 200 as a part of the project expected to be funded in whole or in part by anticipated funds from the Mississippi Municipality & County Water Infrastructure (MCWI) Grant Program with anticipated American Rescue Plan Act (ARPA) funds.

Additional information and assistance regarding this bid opportunity, the MS Procurement Technical Assistance Program (MPTAP), and local contract procurement center may be found at [www.mspsc.com](http://www.mspsc.com).

Per the Mississippi Law, MS Code 31-3-21(3); any bid submitted by a non-resident contractor which does not include the non-resident contractor's current state law pertaining to such state's treatment of non-resident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's



state, then the non-resident contractor may provide statement to that effect.

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

Publication Dates: 06/05/2024 & 06/12/2024

**Send Invoice & Proof of Publication to: Purchasing Department  
City of Gulfport  
P. O. Box 1780  
Gulfport, MS 39502-1780**

## ADVERTISEMENT FOR BIDS

### **CITY OF GULFPORT DEBUYS ROAD SEWER PUMP STATION FORCE MAIN CONNECTION TO WEST BILOXI WASTEWATER TREATMENT PLANT UNIT PRICE PROJECT**

The City of Gulfport is seeking sealed bids for *Debuys Road Sewer Pump Station Force Main Connection to West Biloxi Wastewater Treatment Plant* Unit Price Project. Sealed bids will be received in the Office of Procurement located at 1410 24<sup>th</sup> Avenue, Hardy Building, 2<sup>nd</sup> Floor, Gulfport, MS 39501 until 11:00 a.m., local time on July 3, 2024, either by mail, uploaded to the Planroom at [www.gulfportmsbids.com](http://www.gulfportmsbids.com) or hand delivery to the above address, after which time they will be opened and read aloud.

Scope of Work: This project includes two (2) point repairs to a 20" Cast Iron Pipe which will require excavation, as well as the replacement of 11 air release valves inside the existing manholes. This is a unit price contract and the Owner will assign Work Orders to the successful bidder based on the unit price bid.

The City of Gulfport Public Works Department frequently has the need for utility, sitework, and road construction work resulting from emergency conditions, maintenance of existing systems, and expansion of existing systems. To accommodate this need, the City is seeking to contract with a company that has sufficient experience, personnel, and equipment to accomplish these types of construction services.

A Pre-Bid Meeting will be held at 10:00 a.m., on June 26, 2024, at the following location:

Gulfport Engineering Department  
4050 Hewes Avenue  
Gulfport, MS 39507

Plans and specifications may be obtained at [www.gulfportmsbids.com](http://www.gulfportmsbids.com), via email at [jversiga@gulfport-ms.gov](mailto:jversiga@gulfport-ms.gov) or from the Procurement Office, 1410 24<sup>th</sup> Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

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

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

Questions – All questions regarding this bid should be directed email [jversiga@gulfport-ms.gov](mailto:jversiga@gulfport-ms.gov). All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.



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

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

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

Publication Dates: 06-05-24 & 06-12-24

**Send Invoice & Proof of Publication to: Purchasing Department  
City of Gulfport  
P. O. Box 1780  
Gulfport, MS 39502-1780**



## FIRE DEPARTMENT

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5950  
Fax: 228-868-5808

Central Station  
1515 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

# Memorandum

## FIRE DEPARTMENT

To: Councilman Kenneth Casey  
Councilman Ron Roland  
Councilwoman Ella Holmes-Hines  
Councilman F.B. Walker IV  
Councilman Myles Sharp  
Councilman Robert Flowers  
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

cc:  
Mayor Billy Hewes  
Wayne Miller, CAO

Date: May 29, 2024

Re: Recommendation on Med-Lift Certificate of Necessity

Pursuant to Section 4-32 in the City of Gulfport's Code of Ordinances (set out in Ordinance No. 3352), Medi-Lift of MS, LLC submitted an application on April 3, 2024, for a "Certificate of Necessity" for a Basic Life Support and Advanced Life Support Ambulance Service License to me as the City's Emergency Services Coordinator. In accordance with Section 4-32(d), the City's existing Ambulance Service License holder, Pafford EMS of Mississippi, Inc., was provided notice of this application and the opportunity to oppose, object to, or request modification of the application and to state whether the application, if granted, would negatively affect the ability of this license holder to continue to provide services. On May 7, 2024, I received a written response from Pafford (the City's existing license holder). I sent the enclosed letter dated May 23, 2024, to Pafford in reply. After review and consideration of Medi-Lift's application, the existing license holder's response, and other information available to me, I am submitting my recommendation to you with respect to action relative to Medi-Lift's application as set out below and in my enclosed May 23, 2024, letter.

It is my recommendation, to the extent needed or required, that a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. With respect to non-emergent transports involving stretchered patients, I believe Medi-Lift's application should be held in abeyance for a period of sixty (60) days from the date of my



letter (or the date of action taken by the City's governing authority) in order to re-assess at that time a basis for the issuance of a "Certificate of Necessity" with respect to non-emergent transports involving stretchered patients (as I do not believe there is a basis at this point).

As you know, Pafford's contract with the City commenced with the provision of ambulance services on March 1, 2024. Since this start, it has made several changes to its non-emergent stretcher transport service, and is working with MHG on a daily basis to meet all expectations. There have been no complaints filed from MHG in well over three weeks, and no complaints have been submitted by Singing River Hospital (formerly known as Garden Park) since the contract's start.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Billy Kelley". The signature is fluid and cursive, with the first name "Billy" written in a larger, more prominent script than the last name "Kelley".

Billy Kelley  
Fire Chief, City of Gulfport

cc: Medi-Lift of MS, LLC (c/o Mr. Andre Faucha)  
Pafford EMS of Mississippi, Inc. (c/o Mr. Shane Davidson)





**FIRE DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5950  
Fax: 228-868-5808

May 23, 2024

**Central Station**  
1515 23<sup>rd</sup> Avenue  
Gulfport, MS 39501

**VIA EMAIL TO “Shane Davidsoon” AND  
REGULAR FIRST CLASS U. S. MAIL**

Pafford EMS of Mississippi  
ATTN: Shane Davidson  
223 Highpoint Drive  
Ridgeland, MS 39157

RE: Response to Med-Lift Certificate of Necessity

Dear Mr. Davidson:

I am in receipt of Pafford's written response (dated May 7th, 2024, and addressed to me) to the submission of Medi-Lift's application for a "Certificate of Necessity" for non-emergent transports involving stretchers, ambulatory patients, and patients in wheelchairs. As you know, Medi-Lift submitted its application to the City of Gulfport on April 3rd, 2024, under the City's Ordinance regulating ambulance services within the City. Under this Ordinance, Pafford is afforded the opportunity to provide a response to this application and the basis / claims being asserted by this applicant to warrant issuance of a "Certificate of Necessity." It is my understanding that the letter you sent to me dated May 7th, 2024, serves as Pafford's response.

I initially note that I cannot find anywhere in this response where Pafford has objected to the issuance of a "Certificate of Necessity" for non-emergent transports for ambulatory patients or those who are restricted to wheelchair use.

It does appear, though, that Pafford disputes there is anything to warrant or justify the issuance of a "Certificate of Necessity" for non-emergent stretcher transports.

It has been less than ninety (90) days since Pafford commenced with the provision of ambulance services in the City pursuant to its contract with the City of Gulfport (services commenced under this contract on March 1, 2024). I have reviewed reports that Pafford makes available to me involving response times for emergent transports for this same time period and I note a drastic and complete turn around from what the City previously experienced for a number of years under the former service provider (when our City was in an EMS District maintained by the County). Reports also show the same with respect to non-emergent transports. Again, Pafford has been providing services now for less than ninety (90) days, and we understand from you that your company continues to look for ways to improve and increase efficiency and responsiveness on all fronts.



Several weeks ago, some complaints were voiced from some affiliated with Memorial Hospital at Gulfport concerning non-emergent transports to/from this facility and involving stretcher patients (I received three (3) complaints from MHG ER Director Christine Weiland about significant delays in non-emergent inter-facility transfers and two (2) complaints about STAT transfers, both involving Memorial Hospital). I know that providing emergent & non-emergent ambulance services is a challenging task, but it is imperative to address these deficiencies to ensure the well-being of the patients and the efficiency of the hospital. You subsequently addressed each of these complaints in a meeting held on April 17, 2024, with representatives from Pafford, Memorial Hospital, and the city in attendance. Since that time, Pafford has also acquired an ambulance solely dedicated to non-emergent stretcher transports to/from this hospital that is stationed during the weekdays at this facility, and has acquired and will be utilizing an ambulance dedicated for transport of psychiatric patients, to also lessen the load on non-emergent stretcher transports / inter-facility transports to/from this hospital. In speaking with representatives from Memorial Hospital earlier this week, it appears these measures and others undertaken by Pafford in response to the above earlier issues/complaints have gone a long way to addressing these moving forward.

Again, I note that Pafford is still within ninety (90) days of commencing these services under its contract with the City.

I have also reached out to the other Hospital in the City (Singing River Hospital (f/k/a Garden Park Medical Center)) and they have confirmed they have not had any issues and do not have any complaints involving Pafford's services to date, including any similar to those previously voiced by some associated with Memorial Hospital at Gulfport. In fact, they have informed me that they can definitely see a difference in ambulance service for the better.

In view of the foregoing, I hereby find and it is my recommendation that, to the extent needed or required, a "Certificate of Necessity" (or other permission) be issued whereby Medi-Lift be permitted to provide non-emergent transport of ambulatory patients and those confined to wheelchairs. With respect to non-emergent transports involving stretchered patients, I believe Medi-Lift's application should be held in abeyance for a period of sixty (60) days from the date of my letter (or the date of action taken by the City's governing authority) in order to re-assess a basis for the issuance of a "Certificate of Necessity" at that time (as I do not believe there is a basis at this point).

Pursuant to the Ordinance, my recommendation will be placed on an upcoming agenda for the Gulfport City Council to consider and to take any action.

Respectfully,

A handwritten signature in blue ink, appearing to read "Billy Kelley".

Billy Kelley, Fire Chief  
Emergency Services Coordinator  
Gulfport Fire Department



STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF GULFPORT

## OATH OF OFFICE

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

So help me God.

Vicky Gierger  
Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 17 day of  
May, 2024.



[Signature]  
MUNICIPAL COURT JUDGE